

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITES**

**Who we are, what's in these terms and how to contact us**

Ping Europe Limited is registered in England and Wales under company number 01129505 and have our registered office at Corringham Road, Gainsborough, Lincolnshire, DN21 1XZ, United Kingdom.

These terms tell you the rules for using any or all of the EU subdomains of the ping.com website (eu.ping.com, gb.ping.com, fr.ping.com, de.ping.com, es.ping.com and se.ping.com), the pingcollection.co.uk website and the thonockpark.co.uk website (together “**our sites**”). These are sites operated by Ping Europe Limited (“Ping”, we” or “us”).

To contact us, please email [info@pingeurope.co.uk](mailto:info@pingeurope.co.uk).

By using any of our sites, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use any of our sites.

We recommend that you print a copy of these terms for future reference.

**There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of any of our sites:

- Our Privacy Policy
- Our Terms and Conditions of Supply (If you purchase goods from our pingcollection.co.uk site)

**We may make changes to these terms**

We may amend these terms from time to time. Every time you wish to use any of our sites, please check these terms to ensure you understand the terms that apply at that time.

**We may make changes to any of our sites**

We may update and make changes to any of our sites from time to time to reflect changes to our products, and services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

**We may suspend or withdraw any of our sites**

Our sites are made available free of charge.

We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@pingeurope.co.uk](mailto:info@pingeurope.co.uk).

### **How you may use material on our sites**

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Do not rely on information on our sites**

The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites.

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up to date.

### **We are not responsible for websites we link to**

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **User-generated content is not approved by us**

Our websites may include information and materials uploaded by other users of the sites, the views expressed by other users on our sites do not represent Ping's views or values.

If you wish to complain about information and materials uploaded by other users please contact us on [info@pingeurope.co.uk](mailto:info@pingeurope.co.uk).

### **Our responsibility for loss or damage suffered by you**

#### **Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our terms and conditions of supply.

#### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our sites or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our sites; or
  - use of or reliance on any content displayed on our sites.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

#### **If you are a consumer user:**

- Please note that we only provide our sites for domestic and private use. You agree not to use our sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy.

## Uploading content to our sites

Whenever you make use of a feature that allows you to upload content to our sites, you must comply with the below content standards.

These content standards apply to any and all material which you contribute to our sites (**Contribution**), and to any interactive services associated with it.

The following content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, at our discretion, whether a Contribution breaches the following content standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Ping, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published

are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

- Contain any advertising or promote any services or web links to other sites.

You warrant that any Contribution does comply with the content standards set out above and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our sites will be considered non-confidential and non-proprietary. We retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

All Contributions, whether they constitute product-related testimonials, submissions, or other product comments, disclosed, submitted or offered to PING shall be and remain the property of PING. Such disclosure, submission or offer of any Contributions shall constitute an assignment to PING of all worldwide right, title, and interest in, to, and under all copyrights and other IPR in the Contributions. PING will own exclusively all such right, title, and interest and shall not be limited in any way in its use, commercial or otherwise, of any Contributions.

PING will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Contributions You submit for any purpose whatsoever, without restriction and without compensating You in any way.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our sites constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our sites if, in our opinion, your post does not comply with the content standards above. We may also take any other action that we reasonably deem to be appropriate.

### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our sites. You should use your own virus protection software.

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

### **Rules about linking to our sites**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our sites in any website that is not owned by you.

Our sites must not be framed on any other sites, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out above.

If you wish to link to or make any use of content on our sites other than that set out above, please contact [info@pingeurope.co.uk](mailto:info@pingeurope.co.uk).

**Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Revision 1 effective 6<sup>th</sup> November 2018.