

1. INTRODUCTION

1.1. In these Terms & Conditions (the "**Terms**") "we" and "us", **Paragraph Publishing** (trading as "**Whisky Live**"), a company registered in England and Wales under company number: 5292845. Our registered office is at: 6 Woolgate Court, Norwich, Norfolk, NR2 4AP. Our VAT number is: 706 7778 02.

1.2. These Terms apply to the use of this website and all related sites operated us including but not only the home page, micro-sites, splash page, and all other pages under the same top-level domain name, and all content on those pages or sites (the "**Site**").

1.3. Any reference to "you" or "users" means any person who accesses any part of the Site.

2. USE OF THE SITE

2.1. If you visit and use the Site **you confirm that you understand and accept these Terms and that you agree to comply with them**. If you do not agree to the Terms you should not use the Site.

3. LEGAL DRINKING AGE

3.1. To use the Site you must be of legal drinking age in the country you live in, or, if you are currently elsewhere, the country you access the Site from.

3.2. We are committed to responsible drinking. Our products should be enjoyed and consumed in moderation by people above the legal drinking age and all of our communications and messages must be interpreted in this context. We assume that users of the Site have complied with the relevant laws in their home country and we hereby exclude all liability in respect of users who are under the legal age for drinking alcohol.

4. RESTRICTED TERRITORIES

4.1. In some countries of the world it is illegal to visit a site like the Site due to local laws restricting the sale or promotion of alcoholic beverages. You are responsible for ensuring that you comply with the laws of the country in which you access the Site. If you are visiting from a country where restrictions apply you should exit the Site now. If you are unsure about the law then you should exit now and check the legal position before continuing to use the Site.

5. ACCESS AND TECHNOLOGY

5.1. To use the Site you must provide for your own internet access, pay any service fees associated with such access and must provide all equipment necessary for you to make such access.

5.2. We do not guarantee that the Site will be secure or free from bugs or viruses. We are not responsible for viruses and you must not introduce them to the Site.

5.3. You are responsible for configuring your information technology, computer programs and platform to access the Site. You should use your own virus protection software.

5.4. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. 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 the Site will cease immediately.

5.5. You are solely responsible for securing and backing up your content.

6. USER CONDUCT AND ACCEPTABLE USE

6.1. You agree that, while using the Site, you will not upload, post or transmit to the Site or in any way publish or distribute through the Site any materials, code, information or any other digital content of any nature (the "**User Information**") that:

- a. are protected by copyright or other intellectual property rights, or derivative works of such protected materials, except where you have first obtained permission from us or the rights owner;
- b. are unlawful, threatening, harassing, profane, tortious, delictual, defamatory, vulgar, obscene, libellous, deceptive, fraudulent, invasive of another's privacy, hateful or that contain explicit or graphic descriptions or accounts of sexual acts;
- c. restrict or inhibit any other user from using and enjoying the Site;
- d. constitute or encourage conduct that would constitute a criminal offence or give rise to civil liability; or
- e. contain a virus or other harmful coding component, advertising of any kind, or false or misleading indications of origin or statements of fact.

6.2 You also agree that you shall not:

- a. impersonate, or misrepresent your affiliation with, any other person or entity;
- b. upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material);

- c. engage in spamming or flooding; or
- d. attempt to gain unauthorised access to other computer systems through the Site.

6.3. We have the right to disclose your identity to any third party who claims that any content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights or of their right to privacy.

6.4. We do not store terrorist content.

6.5. Due to our commitment to promoting a message of responsible drinking, we require our users to be sensible, responsible and considerate when interacting with the Site. We do not allow any User Information that:

- a. someone who is or appears to be under the legal drinking age or is made by someone under the legal drinking age;
- b. encourages underage purchasing or drinking of alcoholic beverages;
- c. encourages illegal, irresponsible or immoderate drinking;
- d. promotes over-consumption;
- e. condemns or criticises in any way anyone who chooses not to drink alcohol;
- f. portrays irresponsible drinking in a positive light or associates drinking with driving, operating any kind of machinery or engaging in any kind of dangerous activity;
- g. implies alcoholic beverages have any physical, psychological or intellectual benefits;
- h. implies alcoholic beverages gives bravado, confidence or helps to overcome individual or social problems;
- i. implies alcoholic beverages consumption contributes to any kind of success (for instance in the field of personal relationships, social success, popularity, work, sports or suggest that it can enhance mental or physical performance);
- j. glorifies the alcohol strength, relatively high alcohol content or intoxicating effect of a drink; or
- k. mentions drinking alcohol in relation to any kind of illegal, antisocial, dangerous, aggressive or violent behaviour.

7. MODERATION AND MONITORING

7.1. While we will take reasonable steps to take down harmful materials when they come to our attention, we have no obligation to monitor any content on or through the Site and we assume no obligation to moderate or monitor the Site.

7.2. You acknowledge and agree that we retain the right to monitor the Site and to disclose any information as appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect ourselves and our users.

7.3. We reserve the right to refuse to post or to remove any information or materials, in whole or in part that, in our sole opinion, are unacceptable, undesirable, inappropriate or in violation of these Terms.

7.4. If you have submitted any User Information to us we reserve the right to delay publication of User Information to the Site at all times. We further reserve the right to remove any User Information or any other content from the Site at any time for any reason.

8. RESPONSIBILITY FOR BREACH OF TERMS

8.1. You agree to be responsible to us and our directors, officers, employees, agents and affiliates from any and all claims, liabilities, costs and expenses arising in any way from your use of the

8.2. Site or the placement or transmission of any message, information, software or other materials or through the Site by you in breach of these Terms. This means you will be responsible for any loss or damage we suffer as a result of your breach of these Terms.

9. PRIVACY POLICY

9.1. We take your privacy and our duties under data protection law seriously. You can find out more about our approach to compliance in our Privacy Policy.

9.2. Visitors to and users of the Site are advised not to provide personal information on any public parts of the Site. Be aware that should you voluntarily disclose personal information (e.g. e-mail address or phone number) on or through any public portions of the Site (e.g. comments, chat, bulletin boards), such information is generally accessible to and may be collected and used by others and may result in unsolicited messages from other people.

10. OUR INTELLECTUAL PROPERTY

10.1. The Site contains trademarks, copyrighted materials and other intellectual property belonging to Company, and its affiliated companies in The Whisky Exchange Holdings group of companies and those of other persons. We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

10.2. We and our affiliates attach considerable importance to these valuable intellectual property assets and make every effort to protect them. Any use or reproduction of these intellectual property without our express prior written consent is prohibited.

10.3. Except as otherwise expressly permitted in these Terms, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Site or works derived from it.

10.4. You may print off one copy, and may through digital means take a copy, of the public-facing part of any published page(s) from the Site for your personal use only. You must not make such copies publicly available or distribute them in any way.

10.5. You must not modify the paper or digital copies of the Site in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or in isolation from the context of the Site.

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

10.7. You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us.

10.8. If you copy any part of the Site in breach these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

11. YOUR CONTENT

11.1. Any User Information you submit to the Site will be deemed not to be confidential or secret and not to be worthy of intellectual property protection.

11.2. You retain all of your ownership rights in your User Information, but by submitting or sending User Information to us on or via the Site, you grant us the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Information (in whole or part) worldwide. You also allow us to incorporate it in other works in any form, media, or technology now known or later developed. This means that once you have submitted User Information, we can use it as we wish. You also agree that any "moral rights" in the User Information or any other posted materials have been irrevocably waived in our favour.

12. NO WARRANTIES

12.1. We provide the Site "as is" and provide no guarantees, representations, warranties or indemnities in relation to Site content, software, services or otherwise. We have taken care in preparing materials for the Site but we cannot guarantee that:

- a. it will always be available for you to visit or use in the current format;
- b. any material downloaded from the Site will be compatible with your equipment or free from viruses; or
- c. any materials will be accurate, complete or fit for any particular purpose.

12.2. No advice, results or information, whether oral or written, obtained by you from us or through the Site shall create any responsibility or warranty not expressly made in these Terms.

If you are dissatisfied with the Site your sole remedy is to discontinue using the Site.

13. OUR LIABILITY

13.1. To the fullest extent possible at law we exclude all liability for any loss or damage (including direct, indirect, economic or consequential loss or damage) suffered by you as a result of:

- a. any visit or use of the Site;
- b. any materials provided on the Site or downloaded from the Site;
- c. your inability to use the Site;
- d. any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site;
- e. any error in the provision of the Site; and
- f. any computer virus transmitted through the Site, whether such loss or damage arises from our negligence or otherwise and even if we are expressly informed of the possibility of such loss or damage.

13.2. To the extent permitted by law, we shall have no liability for any loss or damage suffered by you as a result of the use or disclosure of any of the User Information. This paragraph does not affect any rights you may have under data privacy laws that protect your personal information.

13.3. 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.

14. LINKS TO OTHER WEBSITES

14.1. Links to third party websites on the Site are provided solely for your convenience and information. When you use these links, you leave the Site. We do not keep all of these third-party websites under review and we do not control and are not responsible for these websites or their content. We do not endorse or make any representations about them or any material found there, their products or services or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk.

14.2. The Site may include links to social media platforms including without limitation Facebook, Instagram, Twitter, Youtube and Flickr (the “**Social Media Platforms**”), as well as content embedded from those Social Media Platforms. You agree to comply with the terms and conditions of the Social Media Platforms used. Please note that use of the Social Media Platforms is governed by separate terms and conditions and privacy policies that can be found on the websites of the Social Media Platforms accessed.

15. LINKING TO OR FROM THE SITE

15.1. If you would like to link to the Site, you may only do so on the basis that you link to, but do not replicate, the home page of the Site and if you follow these conditions:

- a. you do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
- b. you do not remove, distort or otherwise alter the size or appearance of the logos for us and our brands;
- c. you do not create a frame or any other browser or border environment around the Site;
- d. you do not in any way imply any form of association, approval or endorsement on our part where none exists;
- e. you do not (i) represent that you have a relationship with us if you do not, (ii) misrepresent a relationship you do have with us, nor (iii) present any other false information about us;
- f. you do not in any way imply that we endorse or oppose a particular view, other than one we have expressly communicated publicly in writing;
- g. you do not otherwise use any trademarks displayed on the Site without our written permission;
- h. you do not link from a website that is not owned by you;
- i. your website does not contain content that is distasteful, offensive or controversial, or that infringes any intellectual property rights or other rights of any other person; and
- j. your website otherwise complies with all applicable laws and regulations.

15.2. We reserve the right to withdraw this linking permission without notice to you.

16. OTHER LEGAL NOTICES

16.1. There may be other legal notices on areas of the Site that relate to your use of specific areas and you must comply with these.

17. CHANGES TO THE SITE AND TO THESE TERMS

17.1. We reserve the right to amend these Terms from time to time. If we do so, we will add a clear notice on the Site to alert users that they have been changed.

17.2. We reserve the right, for any reason, at our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to all or part of the Site without notice or penalty.

18. LAW AND JURISDICTION

18.1. These Terms and any matter relating to the Site will be governed by English law and the English courts shall have exclusive jurisdiction in respect of them.