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## CATWALKING TERMS AND CONDITIONS

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Last updated – Sunday 1<sup>st</sup> June 2014

### BACKGROUND:

This agreement applies as between you, the User of this Website and Christopher Moore Limited (trading as Catwalking), the owner(s) of this Website. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, payment information and credentials used by Users to access Paid Content and / or any communications System on the Website;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Free Content”</b>	means any Content that is accessible without the payment of a Subscription Fee;
<b>“Learning Establishment”</b>	means any provider of education to persons of any age including, but not limited to, schools, colleges, universities and professional / adult education providers;
<b>“Catwalking”</b>	means Christopher Moore Limited (trading as Catwalking) with registered offices at 124 Hemingford Road, London, N1 1DE; Registered in England Reg. No. 802364 · VAT Registration No.239015378
<b>“Paid Content”</b>	means Content accessible only upon the creation of an Account and the payment of a Subscription Fee;
<b>“Service”</b>	means collectively any paid content, online facilities, tools, services or information that Catwalking makes available through the Website either now or in the future;
<b>“Subscription Fee”</b>	means the sum of money paid by Users at selected intervals to keep their Account active and to enable them to access Paid Content and or Services;
<b>“Subscription Period”</b>	means the period for which a subscription has been purchased and may refer to but not limited to 1 month, 6 months or a Year accordingly;

<b>“System”</b>	means any online communications infrastructure that Catwalking makes available through the Website either now or in the future. This includes, but is not limited to, website, web-based email, message boards, live chat facilities and email links, electronic documentation;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by Catwalking and acting in the course of their employment; and
<b>“Website”</b>	means the website www.catwalking.com and any sub-domains or related domains of this site, including www.catwalking.net, unless expressly excluded by their own terms and conditions

## **2. Intellectual Property**

2.1 Subject to the exceptions in Clause 8 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Catwalking, or our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

## **3. Use of Free Content**

You may not print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Website for personal, commercial or educational purposes unless given express written permission to do so by Catwalking. Specifically you agree that:

- 3.1 you will not systematically copy Free Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Catwalking;
- 3.2 you may, as a student of a recognised Learning Establishment, use the Free Content of the Website for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment; and
- 3.3 employees of Learning Establishments may use the Free Content of the Website for teaching purposes.

## **4. Use of the Service**

- 4.1 Christopher Moore Limited (trading as Catwalking) grants you a non-transferable, limited right to access the Services, provided that you fully comply with the terms and conditions of this Agreement.
- 4.2 You agree that you will use data, materials and information that comprise the Services, including visual interfaces, text and written compositions, videos and other audiovisual works, pictorial works such as images, photographs, graphics, pictures, illustrations, and designs, audio recordings and musical compositions, compilations, and any other works of authorship (Content) that you access through use of the Services, only in accordance with the terms and conditions of this Agreement.

- 4.3 The Content is protected by trademarks, copyrights, and other intellectual property rights owned by Catwalking or its Content providers. You agree not to misuse in any way the Content or the Services, including any infringement of trademarks, copyrights or other intellectual property rights comprised in the Content or Services.
- 4.4 You agree not to use the Services for any illegal, unethical, fraudulent, misleading, or objectionable purpose or in breach of any law, regulation, or agreement, including the Privacy and Electronic Communications Regulations 2003 or other regulations regarding unsolicited email marketing.
- 4.5 You agree not to rent, lease, loan, sell, or otherwise provide access to the Services to anyone
- 4.6 Payment of a Subscription Fee grants you a licence to view all Paid Content on the Website for the duration of your Subscription Period. You may use such Content in the following ways:
  - 4.6.1 for personal purposes;
  - 4.6.2 for educational purposes.
- 4.7 Under such a licence, you agree that:
  - 4.7.1 you will not systematically copy Paid Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database.
  - 4.7.2 you may, as a student of a recognised Learning Establishment, use the Paid Content of the Website for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment; and
  - 4.7.3 employees of Learning Establishments may use the Paid Content of the Website for teaching purposes.

## **5. Accounts**

- 5.1 In order to access Paid Content on this Website or any Forums or Chat or similar facilities you are required to create an Account which will contain certain personal details. By continuing to use this Website you represent and warrant that:
  - 5.1.1 all information you submit is accurate and truthful; and
  - 5.1.2 you will keep this information accurate and up-to-date.Your creation of an Account is further affirmation of your representation and warranty.
- 5.2 Sharing of accounts is not permitted unless expressly authorised in writing by Catwalking. You are required to keep your Account details confidential and must not reveal your Username and Password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 5.3 Any failure to comply with the terms of this clause 5. could result in the suspension and/or deletion of your Account.

## **6. Subscriptions**

## 6.1 Subscriptions

Your subscription is with Catwalking. All subscriptions are subject to English law and jurisdiction.

6.2 **The Subscription Fee** will be at the price advertised on the Website. Catwalking reserve the right to change Subscription Fees from time to time but any such changes will not affect existing subscriptions after payment has been made.

6.2.1 Increases or decreases in the Subscription Fee would apply on the date of the immediately subsequent renewal if payment has not been made prior to the increase or decrease.

6.2.2 For further information on subscriptions and pricing, please visit our Subscriptions page on the website.

## 6.3 Charges

6.3.1 In addition to prices quoted further charges may be applied by financial bodies employed in the process of clearing payments made by customers, for example, but not limited to, credit card payments, other forms of electronic payments. Where relevant, currency conversion values may fluctuate and conversion fees may be charged to the customer by the customer's bank.

6.3.2 Except where payment has already been made Catwalking reserves the right to change the subscription price and to withdraw any offers without notice.

6.3.3 Special offers or trial offers may apply from time to time (see stated offer for details), subject to availability, and may be withdrawn at any time. Special, trial or other types of offers may not be available to existing subscribers.

6.3.4 You are also responsible for all taxes and other government charges or fees, which Catwalking may add and bill to your account.

6.3.5 In addition to the charges set forth above, you may incur and are responsible for all charges associated with connecting to the Sites, including all telephone access lines, telephone and computer equipment and any service fees necessary to access the Sites.

## 6.4 Cancellation and refund policy:

6.4.1 You may cancel your subscription application at any point during the purchase process even where you have successfully opened an account on the system. Once payment of the Subscription Fee has been made and the Subscription has been successfully processed the purchaser will have automatic access to the subscription services. Catwalking has a strict no refund policy once the subscription Period has commenced. All sales are final.

6.4.2 If you terminate your subscription or account you will continue to have access to the Paid Content for the remainder of the Subscription Period you are currently in up until the renewal date whereupon access will cease unless you choose to pay the Subscription Fee and reactivate your subscription.

## 6.5 Use of Lightboxes

6.5.1 You agree that the content of your account lightboxes may from time to time be viewed or accessed by our system administrators and that this

may be done without your knowledge or permission. Such access would only be for the purpose of checking system workings or functionality.

6.5.2 Although we have taken measures to protect the integrity of our system security and functionality we cannot guarantee to protect the Subscriber from loss of content, loss of time compiling lightbox content or any other loss relating to the loss of lightboxes or their content.

6.5.3 The content of lightboxes may sent and shared by subscriber to other Catwalking subscribers to communicate subscribers thoughts and inspiration either within a personal or commercial relationship between the subscriber and recipient subscriber, but may not do so as part of a direct commercial transaction that would constitute the resale of Catwalkings content or informations.

## 6.6 Use of Trends

6.6.1 The content of Trends may sent and shared by subscriber to other Catwalking subscribers to communicate subscribers thoughts and inspiration either within a personal or commercial relationship between the subscriber and recipient subscriber, but may not do so as part of a direct commercial transaction that would constitute the resale of Catwalkings content or informations.

## 7. Termination

7.1 Either Catwalking or you may terminate your account and (where relevant) your subscription. If Catwalking terminates your Account or subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

7.2 If Catwalking terminates your account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.

7.3 If Catwalking terminates your account or subscription for any other reason, you will be refunded any remaining balance of your Subscription Fee. Such a refund will be calculated based upon the fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of the Subscription Period.

7.4 If Catwalking terminates your account or subscription, you will cease to have access to Paid Content from the date of termination.

7.5 If you terminate your account or subscription, you will continue to have access to Paid Content for the remainder of your subscription period.

## 8. Third Party Intellectual Property

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clauses 5 of these Terms and Conditions to use Content from the Website.

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Catwalking or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to

another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **9. Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.catwalking.com](http://www.catwalking.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Catwalking. To find out more please contact us by email at [contact@catwalking.com](mailto:contact@catwalking.com).

## **10. Privacy**

- 10.1 Catwalking does not rent, sell or distribute email addresses.
- 10.2 We do record your email on our system but only as a means of verifying your access account and sending important information to you about your services and requests.
- 10.3 Catwalking does not store any billing information on our database, we do need to record your billing information for the billing process so as to convey this information to our financial partner Sagepay. Sagepay then completes any transaction pertaining to any potential purchase and will use your submitted information to contact you with the results of any transaction.
- 10.4 We may from time to time email you information about Catwalking content but you can opt out of these communications as directed on our emails.

## **11. Disclaimers**

- 11.1 Catwalking makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
- 11.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, Catwalking makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 11.3 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 11.4 Direct commercial use of the information on this Website is not permitted, but where the user makes use of the Content or Services within a commercial relationship Catwalking makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 11.5 Whilst every effort has been made to ensure that all descriptions of services available from Catwalking correspond to the actual services available, Catwalking is not responsible for any variations from these descriptions.
- 11.6 Whilst Catwalking uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

## **12. Availability of the Website and Modifications**

- 12.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 12.2 Catwalking accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 12.3 Catwalking reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **13. Limitation of Liability**

- 13.1 Catwalking's liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these Terms and Conditions shall be limited to the value of a User's current subscription. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein, to the maximum extent permitted by law, Catwalking accepts no liability. Users should be aware that they use the Website and its Content at their own risk.
- 13.2 Nothing in these Terms and Conditions excludes or restricts Catwalking's liability for death or personal injury resulting from any negligence or fraud on the part of Catwalking.
- 13.3 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## **14. Indemnity**

The User agrees to indemnify and hold Catwalking and its employees, agents, officers, director and other representatives harmless from and against all costs, losses, liabilities and expenses (including legal fees) which Catwalking may suffer or incur, in connection with or arising from User's breach of this Agreement, use of the Site, use of Content or unauthorized or authorized use of User's name or password.

## **15. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

**16. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

**17. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Catwalking.

**18. Communications**

18.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [contact@catwalking.com](mailto:contact@catwalking.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

18.2 Catwalking may from time to time send you information about our products and/or other services. If you do not wish to receive such information, please unsubscribe by replying to any specific type of communication and start the subject string with UNSUBSCRIBE. You agree however to allow Catwalking the right to use your registered email to send you information regarding your account and the maintenance of your account, you may not unsubscribe from this type of communication.

**19. Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Catwalking shall be governed by and construed in accordance with the Law of England and Wales and Catwalking and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.