

Please review the Updated ScribesUK Terms of Service

ScribesUK has updated and consolidated its Terms of Service ("TOS"). With this new TOS, users need only see and accept the TOS once to have access to a broad range of services available from ScribesUK. All users, current and new, are required to agree to the new TOS in order to continue using the Service.

To continue, please review the TOS and accept the terms by clicking "I accept" below.

Terms of Service

Welcome to ScribesUK. ScribesUK provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by ScribesUK from time to time without notice to you. You should review the TOS periodically for changes at: <http://uk.docs.yahoo.com/info/terms.html>. In addition, when using particular ScribesUK services, you and ScribesUK shall be subject to any guidelines and rules applicable to such services which may be posted by ScribesUK from time to time. All such guides and rules are hereby incorporated by reference into the TOS. In most cases the guides and rules are specific to a particular part of the Service and will assist you in applying the TOS to that part, but to the extent of any inconsistency between the TOS and any guide or rule, the TOS will prevail. ScribesUK may also offer services from time to time that are governed by other terms of service. In such cases the other terms of service will be posted on the relevant service to which they apply.

2. DESCRIPTION OF SERVICE

ScribesUK currently provides users with access to a rich collection of on-line resources, including, various communications tools, online forums, shopping services, personalised content and branded programming through its network of properties (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new ScribesUK properties, shall be subject to the TOS. You acknowledge and agree that the Service is provided "AS IS" and that ScribesUK assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalisation settings.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please be aware that ScribesUK has created certain areas on the Service that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

3. YOUR REGISTRATION OBLIGATIONS AND SUPERVISING CHILDREN

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or ScribesUK has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ScribesUK has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

ScribesUK is concerned about the safety and privacy of all its users, particularly children. For this reason, parents who wish to allow their children access to the Service should assist them in setting up any relevant accounts and supervise their access to the Service. By allowing your child access to the Service, they will be able to access all of the Services including, email, message boards, Poetry Library, instant messages and chat (among others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child.

4. SCRIBESUK PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy at [<http://uk.docs.yahoo.com/info/privacy.html>].

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify ScribesUK of any unauthorised use of your password or account and any other breach of security, and (b) ensure that you exit from your account at the end of each session. ScribesUK cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not ScribesUK are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Service. ScribesUK does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You acknowledge that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances

will ScribesUK be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.

You agree to not use the Service to:

- a. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a ScribesUK official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable law or regulation including, but not limited to, regulations promulgated by any securities exchange;
- l. "stalk" or otherwise harass another; or
- m. collect or store personal data about other users.

You acknowledge that ScribesUK does not pre-screen Content, but that ScribesUK and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, ScribesUK and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by ScribesUK or submitted to ScribesUK including without limitation information in ScribesUK Message Boards, ScribesUK Poetry Library, and in all other parts of the Service.

You acknowledge and agree that ScribesUK may preserve Content and may also disclose Content: (a) to its affiliated companies worldwide for the purpose of providing the Content to you in an efficient manner, (b) for the purpose of properly administering your account in accordance with the standard operating procedures of ScribesUK or its affiliated companies,

and/or (c) if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to: (d) comply with legal process; (e) enforce the TOS; (f) respond to claims that any Content violates the rights of third-parties; or (g) protect the rights, property, or personal safety of ScribesUK its users and the public.

You acknowledge that the technical processing and transmission of the Service, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. ScribesUK reserves the right to terminate your access to some or all parts of its Service if you withdraw your consent in this paragraph at any time.

7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom, the United States and the country in which you reside (if different from the aforementioned).

8. PUBLIC CONTENT POSTED TO SCRIBESUK

(a) For purposes of the TOS, "publicly accessible areas" of the Service are those accessible by the general public. By way of example, a publicly accessible area of the Service would include public ScribesUK Poetry Library and ScribesUK Message Boards, but would not include private ScribesUK communication services such as ScribesUK Mail or ScribesUK Committee EGroup.

(b) With respect to Content you elect to post for inclusion in publicly accessible areas of ScribesUK Poetry Library or that consists of photos or other graphics you elect to post to any other publicly accessible area of the Service, you grant ScribesUK a world-wide, royalty free and non-exclusive licence to reproduce, modify, adapt and publish such Content on the Service solely for the purpose of displaying, distributing and promoting the specific ScribesUK Poetry Library or Message Board to which such Content was submitted, or, in the case of photos or graphics, solely for the purpose for which such photo or graphic was submitted to the Service. This licence exists only for as long as you elect to continue to include such Content on the Service and shall be terminated at the time you delete such Content from the Service.

(c) With respect to all other Content you elect to post to other publicly accessible areas of the Service, you grant ScribesUK the royalty-free, 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 Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

9. INDEMNITY

You agree to indemnify and hold ScribesUK and its subsidiaries, affiliates, officers, agents, co-branders and other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

10. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

11. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that ScribesUK may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Yahoo's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that ScribesUK has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that ScribesUK reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that ScribesUK reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

12. MODIFICATIONS TO SERVICE

ScribesUK reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ScribesUK shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

13. TERMINATION

You agree that ScribesUK in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if ScribesUK believes that you have violated or acted inconsistently with the letter or spirit of the TOS. ScribesUK may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and

acknowledge and agree that ScribesUK may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that ScribesUK shall not be liable to you or any third-party for any termination of your access to the Service.

14. DEALINGS WITH ADVERTISERS AND MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, advertisers and merchants found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or merchant. To the fullest extent permitted by applicable law, you agree that: (a) ScribesUK shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on the Service, and (b) any orders placed by you on, and any product specifications and product availability appearing on, the Service (including, without limitation, ScribesUK Shopping) are subject to confirmation by, and the terms and conditions of business of, the relevant Merchant.

15. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because ScribesUK has no control over such sites and resources, you acknowledge and agree that ScribesUK is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that ScribesUK shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

16. YAHOO'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by ScribesUK or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

ScribesUK grants you a personal, non-transferable and non-exclusive right and licence to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. The foregoing is

subject to applicable statute and other express law. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Service. You agree not to access the Service by any means other than through the interface that is provided by ScribesUK for use in accessing the Service.

17. DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- A. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SCRIBESUK EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED TERM OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY TERM AS TO THE PROVISION OF SERVICES TO A STANDARD OF REASONABLE CARE AND SKILL OR AS TO NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.
- B. SCRIBESUK MAKES NO WARRANTY OR REPRESENTATION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCRIBESUK OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TOS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SCRIBESUK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SCRIBESUK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OF THESE TOS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

IN PARTICULAR, NOTHING IN THESE TOS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR FRAUD OF SCRIBESUK.

20. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. ScribesUK shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

21. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

22. TRADEMARK INFORMATION

ScribesUK, the ScribesUK logo, and other ScribesUK logos and product and service names are trademarks of ScribesUK (the "ScribesUK Marks"). Without ScribesUK 's prior permission, you agree not to display or use in any manner, the ScribesUK Marks.

23. COPYRIGHTS and COPYRIGHT AGENTS

ScribesUK respects the intellectual property of others, and we ask our users to do the same. If you believe that any of your intellectual property rights have been infringed on the Service, please choose the ScribesUK product you are reporting the abuse on at

[<http://help.yahoo.com/help/uk/abuse>] and complete a feed back form that will be sent to our customer care department:

1. an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

24. GENERAL INFORMATION

These TOS (including the guides and rules referred to herein) constitute the entire agreement between you and ScribesUK and govern your use of the Service, superseding any prior agreements between you and ScribesUK. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and ScribesUK shall be governed by the laws of England. You and ScribesUK agree to submit to the exclusive jurisdiction of the English courts. Any failure by ScribesUK to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

25. VIOLATIONS

Please report any violations of the TOS to ScribesUK [Customer Care](#).

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