



Ether Books Ltd. Terms And Conditions

BY ACCESSING THIS WEBSITE YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF THE ETHER BOOKS LTD'S WEBSITES AND SERVICES INCLUDING OFFLINE COMPONENTS (TOGETHER, "THE SERVICE"). THE ETHER BOOKS SERVICE IS NOT AVAILABLE TO USERS WHO DO NOT ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY.

1. Introduction

1.1 Ether Books Ltd. (Registered number 7053214) ("**Ether Books**") operates an online website allowing users to find out information about the writers it has currently contracted to provide content for it's smart phone applications (The "**Ether App**").

1.2 The Ether Books Ltd. website will from time to time carry relevant Ads to compliment the information it is providing as described in these Terms. The Advertiser is responsible for the content of its Ads including ensuring Ads are legal and do not infringe the rights of anyone else.

1.3 Users shall not (i) copy, replicate, reproduce, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the **Ether Books** Service or any Ads or other content posted on the Website in whole or in part in any way; (ii) create Internet links to the **Ether Books** Service or frame or mirror any part of the Service on any other server or wireless or Internet-based device without written consent from **Ether Books** Ltd.; or (iv) reverse engineer or access the **Ether Books** Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the **Ether Books** Service, or (c) copy any ideas, features, functions or graphics of the **Ether Books** Service.

1.4 You may use the **Ether Books** Service only for your bona fide investigation of **Ether** writers and shall not: (i) compile or distribute material in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the **Ether Books** Service or the data contained therein; or (v) attempt to gain unauthorised access to the **Ether Books** Service or its related systems or networks.



2. Ether Books` Responsibilities

2.1 Ether Books will:

2.1.1 provide the services covered by these Terms using reasonable care and skill;

2.1.2 allow Users to leave feedback on the **Ether** content through their "**Ether** Community" page.

2.1.3 maintain the availability of the Website in accordance with clause 4.

2.1.4 maintain and use your personal information in accordance with the **Ether Books**' Privacy Policy, which forms part of these Terms and Conditions.

2.1.5 ensure the effectiveness of the Service for Advertisers and Users by, at its sole discretion, suspending or removing access to the Service from any User suspected of acting in a manner contrary to the interests of **Ether Books** Ltd., including but not limited to nuisance posts.

3. Your Rights and Responsibilities

3.1 Users may use the Service only for personal use and in accordance with these terms.

3.2 You may browse the Website using a compatible web browser. **Ether Books** Ltd. may from time to time provide guidance on the compatibility of various web browsers, however it is and remains your responsibility to use and configure your web browser in order to browse the Site effectively. You are responsible for providing and maintaining your own broadband internet connection(s) and computer network and equipment as required in order to access the Website.

3.3 Permission to browse the Site includes permission to make transient or cached copies of parts of the Site to the extent that this occurs in the normal course of using your browser and that these copies are used only to facilitate current or subsequent access to the Site by you; and print a copy of any page of the Site or email a section of the Site to another person to the extent permitted on the Site, for your own personal purposes, provided you do not do any of the things set out in clauses 1.3 or 1.4 of these Terms and Conditions.



3.4 You must only use the Site and anything available from the Site for lawful purposes, and you must comply with all applicable laws, statutes and regulations. You must not use the Service to: **(a)** send, post, upload or otherwise transmit information or pictures that are obscene or pornographic, threatening, menacing, racist, offensive, defamatory or otherwise unlawful; **(b)** send or upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence; **(c)** harass, stalk, threaten or otherwise violate the rights of others or harm or threaten to cause harm to minors; **(d)** impersonate anyone else or otherwise misrepresent your identity or status; **(e)** hack into the Site or any other related computer system, make excessive traffic demands, deliver viruses or forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Site or damage or destroy the reputation of **Ether Books Ltd.**

3.5 Ether Books Ltd. accepts no obligation to monitor the use of the Site. However, **Ether Books Ltd** reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation.

3.6 You warrant that you are entitled to receive emails at the email address you provide. You should note that many companies prohibit their employees using the company email for private use and we encourage you to use an external computer network to visit the Site.

4. Availability of Website

4.1 Ether Books Ltd. does not warrant or guarantee to keep the Website or associated services or any Ad available 100% of the time. **Ether Books Ltd.** shall use reasonable efforts to maintain the availability of the Website generally.

4.2 The User acknowledges that the Website or associated services may be unavailable at times for reasons including but not limited to technical maintenance and that **Ether Books'** services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. **Ether Books Ltd.** is not responsible for any delays, delivery failures, or other damage resulting from such problems.



5. Content of Ads and Advertiser Contacts

5.1 Each Advertiser has sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all content of Ads and other data provided by the Advertiser.

5.2 Each Advertiser has represented to **Ether Books** Ltd. that its Ads: **(a)** shall not contain anything which is misleading, defamatory, obscene, indecent or otherwise unlawful under any applicable laws, statute, ordinance or regulation including the law in the UK and in any country into which the Ad is targeted and including all laws relating to employment or discrimination; **(b)** shall comply with all applicable advertising and other regulations, rules and codes of practice whether statutory or self-regulatory and including the British Codes of Advertising and Sales Promotion and the ITC Code of Advertising Standards and Practice (or any replacement code for either of them). **(c)** shall not contain anything, including the Advertiser's logo or branding, and other logos or branding, which infringe the Intellectual Property Rights or similar rights of any person; **(d)** shall not contain anything which is likely to harm the reputation of **Ether Books** Ltd.; **(e)** shall comply with the written policies and guidelines of **Ether Books** Ltd. notified to the Advertiser from time to time; **(f)** shall not contain any virus.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in the Website including text, graphics and software shall belong to **Ether Books** Ltd. and its licensees. **Ether Books** Ltd. shall own all rights and interests, including all Intellectual Property Rights, in and to the **Ether Books** Service including but not limited to systems, processes, technology, navigation, logos and trademarks, graphics text and other content except as provided in Clause 6.2. **Ether Books** Ltd. shall own any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party to the **Ether Books** Service. These Terms are not a sale and do not convey to you any rights of ownership in or related to the **Ether Books** Service.

6.2 All Intellectual Property Rights in the content of Advertiser's Ads shall belong to the Advertiser.



7. Liability and exclusion of warranties

7.1 Ether Books Ltd. directors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the **Ether Books** Service or any content. **Ether Books** Ltd. directors do not represent or warrant that (a) the use of the **Ether Books** Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) or the servers that make the **Ether Books** Service available are free of viruses or other harmful components. The **Ether Books** Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law and subject to Clause 8.3.

7.2 Subject to Clause 8.4, **Ether Books** Ltd. has no control over and makes no representations or warranties in respect of any users of the Website including any Advertisers.

8. General

8.1 All notices, agreements and consents under these Terms shall be in writing and shall be sent to the address of the recipient set out in these Terms or by means of electronic mail to your e-mail address on record in the **Ether Books**' account information, or by written communication sent by mail to your address on record in the **Ether Books**' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after posting or 12 hours after sending by email. You may give notice to **Ether Books** Ltd. at any time by letter sent to **Ether Books** Ltd 1 Kildare Court, Kildare Terrace, London. W2 5JU; or by email to info@etherbooks.co.uk Such notice shall be deemed to have been given upon receipt by **Ether Books** Ltd.

8.2 If any provision of these Terms is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of these Terms or these Terms as a whole.



8.3 These Terms shall be governed by and interpreted in accordance with the laws of England and subject to the jurisdiction of the High Court of Justice in England.

8.4 These Terms comprise the entire agreement between you and **Ether Books** Ltd. in relation to use of the **Ether Books** Service and supersede all prior negotiations, discussions or agreements, whether written or oral, between the parties regarding the **Ether Books** Service.

8.5 These Terms and Conditions are effective from 22nd October 2010. From time to time we may make changes to these to reflect any changes to our practices in accordance with changes to legislation, best practice or website enhancements.