

# TANTRUMEDIA LIMITED

## TERMS & CONDITIONS

### DEFINITIONS

"we", "us", "provider", "company" or "**TANTRUMEDIA**" refers to TANTRUMEDIA Limited, also officially trading as "**BWRW EIRA**" and "you", "your", "client" or "customer" refers to each person or entity that applies for internet service, product or provision or is a designate of any one who applies for same with TANTRUMEDIA Limited. TANTRUMEDIA Limited is a company in England and Wales (Company Number 4837695) whose registered office is at 113 Wallasey Road, Wallasey, Wirral, CH44 2AA, United Kingdom. TANTRUMEDIA are registered for VAT in the United Kingdom no. 929 5675 71.

### SERVICES

TANTRUMEDIA reserves the right to refuse service and/or access to its servers to anyone at any time.

TANTRUMEDIA does not allow any of the following content to be stored on its servers: Illegal Material including but not limited to copyrighted works, commercial audio, video, or music files, and any material in violation of any regulation or material that is perceived to be misleading. Adult Material including but not limited to all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of TANTRUMEDIA. "Warez" including but not limited to pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

By accessing any website hosted by TANTRUMEDIA Limited you agree to be bound by our terms and conditions outlined herewithin.

You agree not to use our websites in such a way that may cause them to be interrupted, damaged, or otherwise impaired.

You agree not to attempt to access ('hack') any unauthorised part or component of our websites.

In the event that you have any right, claim or action against any other user of our websites, then you agree to pursue such right, claim or action independently of and without recourse to TANTRUMEDIA Limited.

We reserve the right to modify any TANTRUMEDIA Limited website or any part thereof in any way with or without notice. You agree that we shall not be held liable to you or any third party in any way for any modification of any TANTRUMEDIA Limited website.

TANTRUMEDIA Limited uses any number of service providers to host internet services including but not limited to e-mail, websites and e-commerce outside of it's control and therefore outside of it's legal responsibility.

TANTRUMEDIA Limited uses software provided by any number of providers which are outside of it's control and therefore outside of it's legal responsibility.

By entering into any agreement with TANTRUMEDIA Limited to provide services or software you agree to abide by the INDEMNITY clause contained within these Terms & Conditions.

By using ANY TANTRUMEDIA Limited service including but not limited to e-mail, websites and e-commerce you agree that TANTRUMEDIA Limited may not be held liable for any direct or indirect loss of earnings, legal cost or other financial liability or cost arising out of the use of or as a result of any failure in the systems used by you and supplied by TANTRUMEDIA Limited.

TANTRUMEDIA LIMITED PROVIDES A NUMBER OF SERVICES INCLUDING BUT NOT LIMITED TO E-MAIL, WEBSITE HOSTING AND E-COMMERCE. WE AIM TO PROVIDE AN ACCEPTABLE LEVEL & QUALITY OF SERVICE IN ALL SERVICES AND PRODUCTS WE PROVIDE. YOU AGREE THAT WE DO NOT PROVIDE ANY LITERAL OR IMPLIED WARRANTY OR GUARANTEE AS TO THE AVAILABILITY OF

ANY SERVICE OR PROVISION PROVIDED THROUGH US. YOU AGREE THAT WE WILL NOT BE HELD LIABLE IN ANY WAY FOR ANY LACK OF OR FAILURE OF THE AVAILABILITY OF OR ACCESS TO ANY INTERNET BASED OR COMPUTER BASED SERVICES PROVIDED TO YOU BY TANTRUMEDIA LIMITED AND YOU AGREE TO FULLY & WHOLLY INDEMNIFY US AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSS OF EARNINGS DIRECT OR INDIRECT, DAMAGES, LOSSES, AND ANY & ALL COSTS AND EXPENSES SUFFERED BY YOU OR LEVIED AGAINST YOU AS A RESULT OF ANY SUCH LACK OR FAILURE.

## **BANDWIDTH**

In rare cases, TANTRUMEDIA may find a customer to be surpassing their limit and using server resources to such an extent that he or she may jeopardise server performance and resources for other customers. In such instances, TANTRUMEDIA reserves the right to take any of the following action in part or whole;

When a website is found to be surpassing their data transfer limit per month on a single account and/or monopolising the resources available, the account holder will be contacted in order to discuss the situation. If no arrangement can be reached or the account holder cannot be contacted within 12 hours, TANTRUMEDIA reserves the right to terminate the account giving one week's notice.

If the user's site is severely affecting the performance of the server, TANTRUMEDIA has the right to act immediately in order to resume the normal operation of the network. This policy is not restricted to basic website access but also refers to other parts of the servers/network, including mail and ftp, plus the use of processor time.

TANTRUMEDIA Limited will monitor Customer's bandwidth and disk usage. TANTRUMEDIA Limited shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in TANTRUMEDIA's sole and absolute discretion.

## **UCE & SPAM**

TANTRUMEDIA may not use or permit others to use our network to transact in UCE. Customers of TANTRUMEDIA may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy will be treated as a fundamental breach of these terms and conditions and if substantiated by us at our discretion will lead to termination of service.

Upon receipt by us of notification from any source of an alleged violation of our SPAM policy, TANTRUMEDIA will initiate an immediate investigation within 48 hours of notification. During the investigation, TANTRUMEDIA may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, TANTRUMEDIA may, at its sole discretion, restrict, suspend or terminate customer's account. Further, TANTRUMEDIA reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. TANTRUMEDIA will notify law enforcement officials if the violation is believed to be a criminal offence.

If the investigation confirms that our SPAM policy has been violated we will invoice you for an Administrative Fee and immediately terminate your account.

## **FRAUDULENT USE**

Use of TANTRUMEDIA's service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters." This will constitute a breach of our Terms and Conditions, and will result in your account being suspended or removed, and you may be held responsible for administrative charges at TANTRUMEDIA's discretion.

## **PAYMENT**

All pricing is guaranteed for the term of prepayment. Should you provide such, you grant TANTRUMEDIA the right to debit your credit card or bank account until such service is cancelled by you or is cancelled by TANTRUMEDIA according to terms of this Agreement. TANTRUMEDIA reserves the right to change prices at any time with changes notified as necessary. Payment is due each anniversary month, year or period

following the date the account was established, depending on the type of account opened. If for any reason the payment does not arrive in time, the account may be subject to suspension/deletion.

The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies TANTRUMEDIA a request for termination of services.

All payment is in the currency chosen at the time of order.

The customer is liable for the NIC fees on domains and will be invoiced accordingly.

If you have provided such, you agree to update your credit card details provided to us in a timely manner and to ensure that your credit card has sufficient credit to allow your payment to be processed. If we are unable to successfully charge to your credit or debit card any amount properly payable by you within 28 days of the due date of such amount, we may engage a debt recovery agent to recover such unpaid amounts, including any costs and expenses incurred as a result of taking such action.

You agree not to hold us responsible for banking charges incurred due to payments failing on your account.

In the event that the Customer rejects any change in Charges then the Customer has the right to terminate this Agreement by notice of termination to be received by the Company no later than 14 days before the intended termination.

Payment for services rendered or product supplied are generally due within 28 days of invoice date unless otherwise specified. Additional expenses incurred in recovering overdue accounts shall be payable. These may include court expenses, interest at Bank of England base rate + 4% which will be calculated daily, plus any bank charges for returned payments.

ALL GOODS, PRODUCTS SERVICES & DESIGNS SUPPLIED BY TANTRUMEDIA REMAIN THE SOLE PROPERTY AND COPYRIGHT OF TANTRUMEDIA LIMITED UNTIL PAYMENT HAS BEEN RECEIVED IN FULL FROM THE CUSTOMER.

## **DOMAINS**

TANTRUMEDIA does not accept responsibility nor does it make any warranty that the domain name(s) requested by the Customer will be accepted for registration in the register of the Naming Organisation nor will it be liable for any costs of the Customer incurred if the application for Registration is unsuccessful. The Customer should take steps to insure that their domain has been registered. The Company does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by the Customer.

New domain names can be registered by TANTRUMEDIA in customers' names, however renewal of these domains remains the responsibility of the customer. Customers should take steps to note the renewal date of their domain name and ensure action is taken to pay for any renewal costs before the domain registration period terminates.

TANTRUMEDIA accepts no responsibility for the renewal of domain names and subsequent loss of business or related liability resulting in a domain name not being renewed. It is the customer's responsibility to periodically check, i.e. at least monthly, to ensure that domain name(s) is/are active, and has not inadvertently expired.

By registering a .uk domain name, you enter into a contract of registration with Nominee UK on the terms and conditions to be found at their website - <http://www.nominet.org.uk> . This is a separate contract to any arrangement you may have with any third party for the provision of internet services.

TANTRUMEDIA do not generally change the name servers (DNS entries) to point to another host or IP address. You must make this request of the current domain agent (IPS-TAG holder).

## **EMAIL**

All payments made to TANTRUMEDIA are confirmed by email or printed invoice. TANTRUMEDIA will occasionally communicate changes or important information via e-mail and the Customer accepts this is normal policy.

## **CANCELLATION**

TANTRUMEDIA reserves the right to cancel service at any time. Customers can cancel service any time giving at least 14 days notice. All cancellations must be received via e-mail or in writing. Phone requests will not constitute acceptance of any cancellation.

The Customer will be responsible for renewing the Registration of his/her domain name(s) and finding a new host for the respective domain name(s).

If an account is cancelled by us for non payment, then a fee of £20.00 will apply per domain name to release this to your new Registrar.

## **RENEWALS**

Your account will be automatically renewed on the anniversary date of your account under the same fee structure, unless you give written notice to TANTRUMEDIA 14 days before the renewal date that you do not wish to renew such account.

## **INDEMNITY**

Customer agrees that it shall defend, indemnify, save and hold TANTRUMEDIA (for clarification, any and all services provided by TANTRUMEDIA either directly or indirectly) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against TANTRUMEDIA, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless TANTRUMEDIA against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with TANTRUMEDIA's servers; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement; (4) any defective products sold to customer from TANTRUMEDIA's servers, and (5) any statements made within information or pictures held on our servers that may be seen as unsuitable, defamatory, misleading or libellous in any way.

## **REFUNDS**

Terminated accounts will not receive any refund. All cancellations must be received via e-mail or by standard post. Phone requests will not constitute acceptance of any cancellation. Domain name purchases, transfers, renewals, add-ons, and SSL certificates are non refundable.

## **BACKUP FILES**

TANTRUMEDIA will make every reasonable effort to protect and backup data for Client on a regular basis, however TANTRUMEDIA does not guarantee the existence, accuracy, or regularity of its backup services and, therefore the Client is responsible for making back-up files in connection with its use of the Services. Should there exist backups available to TANTRUMEDIA that suit the purposes for the Customer, there is a one time fee of £75 for our Administrator to retrieve said client's back-up files. The client is solely responsible for independent backup of data stored on any TANTRUMEDIA provided server or network.

## **LIMITATION OF LIABILITY**

You agree that TANTRUMEDIA will not be responsible for any losses that may incur where Services are accessed by third-parties through illegal or otherwise unauthorized means, including but not limited to situations where data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to TANTRUMEDIA at the time) which may exist in the Services or in TANTRUMEDIA's equipment used to provide the Services.

Under no circumstances will TANTRUMEDIA be liable for any consequential, indirect, incidental, special or punitive damages, or loss of profits, revenue, data or use by Customer, any of its customers, or of any other third party, whether in an action in contract or tort or strict liability or other legal theory. TANTRUMEDIA will not be liable to Customer, any of its customers, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to TANTRUMEDIA's records, programs, equipment or services.

Notwithstanding anything to the contrary in this Agreement, TANTRUMEDIA's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) will not exceed the actual sterling amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this Section will survive any termination of this Agreement.

YOU AGREE TO FULLY & WHOLLY INDEMNIFY US AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSS OF EARNINGS DIRECT OR INDIRECT, DAMAGES, LOSSES, AND ANY & ALL COSTS AND EXPENSES SUFFERED BY YOU OR LEVIED AGAINST YOU ARISING AS A RESULT OF USING ANY SERVICE OR PRODUCT PROVIDED BY TANTRUMEDIA LIMITED. YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE IN ANY WAY RESPONSIBLE OR LIABLE IN ANY WAY FOR LEVELS OF PRIVACY OR LACK THEREOF WHILE USING ANY SERVICE OR PRODUCT PROVIDED BY TANTRUMEDIA LIMITED.

THIS WEBSITE AND ANY AND ALL SERVICES PROVIDED BY TANTRUMEDIA LIMITED ARE PROVIDED WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY LOSS SUFFERED AS A RESULT OF UPLOADING TO OR DOWNLOADING FROM ANY TANTRUMEDIA LIMITED WEBSITE OR TANTRUMEDIA LIMITED STORAGE AREA.

YOU AGREE THAT TANTRUMEDIA LIMITED MAY NOT BE HELD LIABLE AS A RESULT OF YOU NOT BEING ABLE TO ACCESS ANY INTERNET OR WORLD WIDE WEB OR COMPUTER BASED SERVICE PROVIDED BY TANTRUMEDIA LIMITED FOR ANY REASON WHATSOEVER.

BY USING TANTRUMEDIA LIMITED SERVICES AND PRODUCTS YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU ARE REQUESTED NOT TO USE NOR TO ENTER INTO ANY AGREEMENT TO USE ANY TANTRUMEDIA LIMITED SERVICE, PRODUCT OR PROVISION.

## **FORCE MAJEURE**

TANTRUMEDIA will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

## **CUSTOMER INFORMATION AND LEGAL PROCESS**

Although TANTRUMEDIA maintains strict confidentiality on Customer's information, there are certain exceptions in which TANTRUMEDIA may disclose information in its possession, including but not limited to information about the Customer's internet transmissions and website activity in order to comply with court order, subpoena, discovery request, warrant, statute, regulation or official governmental requests. TANTRUMEDIA has no obligation to notify Customer about whom the information is sought or that TANTRUMEDIA has provided the information. Customer acknowledges the above exceptions and agrees to them without reservation.

We may hold personal data relating to the transactions you enter into with us or other companies. When you purchase items or services from us, we collect your name, address, telephone number, e-mail address, credit card details and so on, to allow us to process your order and to keep you up to date with processing. We may check your credit status and credit account details for ordering and to billing purposes in respect to services or products. We may use the data collected to obtain clearance of your credit card payment. In any case we comply fully with current UK data protection acts and legislation.

We may use your data to let you know about products and services that may be of interest, both from us and other trusted companies. You are well within your rights to refuse this service. If you would rather not receive this information, please send an e-mail to us and we will remove you from our information list immediately.

Unless otherwise stated here, your data will not be disclosed to any third party. We will not rent or sell your personal information without your permission, other than as part of a sale of the whole or a substantial part of the company Tantrumedia Limited. The information you provide may be transferred outside the European Economic Area ("EEA"). Some of these countries may not have similar data protection legislation. By submitting your information you consent to these transfers.

TANTRUMEDIA may disclose your personal data acting in good faith if it believes such action is necessary: to conform with a legal requirement or comply with the legal process, protect and defend the rights or property of TANTRUMEDIA, enforce this online agreement, act to protect the interests of its users.

We may use cookies to record information on the pages read by visitors. Although we cannot identify you from a cookie, once you give us personal information, this information may be linked to the data stored in the cookie. If you are unhappy with this, cookies can be disabled on your computer through options in your browser - please consult the manufacturer of your browser software for further information on this feature.

By giving us your information you consent to the use of that information as set out here. If our Privacy Policy changes, we will update this page. If you use any of our services, including this website you agree to any such changes. This site may contain links to other sites not operated or owned by Tantrumedia Limited. We do not endorse the contents, views or products of these linked sites. Neither do we accept responsibility for use of these linked sites. You are advised to enter linked sites with caution and regard to any terms of use.

Questions about your personal data or your rights under this online agreement should be directed to company address in writing, or by e-mailing us.

#### **ASSIGNMENT**

Customer will not have the right to assign this Agreement without the prior written consent of TANTRUMEDIA.

#### **COMPETITIONS**

By entering any competition on any TANTRUMEDIA Limited website, entrants agree to be bound by these Terms & Conditions. Competitions are organised from time to time by TANTRUMEDIA Limited, a company in England and Wales (Company Number 4837695) whose registered office is at 113 Wallasey Road, Wallasey, Wirral, CH44 2AA, United Kingdom.

Terms & Conditions specific to each competition are displayed within the text of each competition as published. In the event of discrepancy between these Terms & Conditions and the Terms & Conditions laid out herewithin, the Terms & Conditions laid out herewithin shall prevail.

We reserve the right to cancel or amend the competition Terms & Conditions or the Terms & Conditions laid out herewithin at any time without prior notice. Any changes will be posted either within the competition Terms & Conditions or these Terms & Conditions. A copy of the Terms & Conditions may also be obtained by sending a stamped addressed envelope to: T&C, TANTRUMEDIA Ltd., 113 Wallasey Road, Wallasey, Wirral, CH44 2AA.

In the event of any dispute regarding the Terms & Conditions, conduct, results and any and all other matters relating to a competition, the decision of TANTRUMEDIA Ltd. shall be final and no correspondence nor discussion will be entered into.

We reserve the right to verify the eligibility of all entrants. Competitions are only open to residents of the United Kingdom. Employees of TANTRUMEDIA Ltd., companies involved in our competitions, any associated companies or family members of any of the aforementioned may not enter. Additional eligibility requirements may apply to specific competitions where prize involve travel outside the United Kingdom.

By entering the competition, you hereby warrant that all information submitted by you is true, current and complete. You warrant that either you have the legal capacity to enter the competition or your legal guardian(s) have consented to your entry and agree to the Terms & Conditions.

We reserve the right to disqualify any entrant if we have reasonable grounds to believe the entrant has breached any of these Terms & Conditions. In the event that any entrant is disqualified from the competition, we may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to the same Terms & Conditions.

Only one entry per person per competition is allowed.

Competition entries must be received by the closing date specified. Competition entries must be received in a manner described in the competition Terms & Conditions. Failure to do so will disqualify the entry.

There is no purchase requirement to enter a competition. Where participation in a competition involves making a premium rate telephone call the competition Terms & Conditions will include details of estimated length and typical cost of any call and any additional information that TANTRUMEDIA Ltd. must supply in compliance with ICSTIS (or any other relevant governing body) Terms & Conditions.

Proof of posting is not proof of delivery. TANTRUMEDIA Ltd. cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

TANTRUMEDIA Ltd. does not accept responsibility for the return of any competition entries, including those consisting of artistic or other material.

Prize winners will be chosen at random unless specified otherwise in the competition Terms & Conditions, from all qualifying entries within 28 days of the closing date specified in the competition Terms & Conditions. Tie-breakers will be judged by TANTRUMEDIA Ltd. and, if required by law, by an independent adjudicator. In all matters, the decision of the judge(s) and TANTRUMEDIA Ltd. shall be final and no correspondence or discussion shall be entered into.

Prize winners will be notified in the manner and within the time specified in the competition Terms & Conditions. Return of any prize notification as undeliverable or failure to reply as specified in the notification within the time stated therein may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Winning entries are published on website(s) or supplied in writing by including a self-addressed stamped envelope and writing to; Competition Winners, TANTRUMEDIA Ltd. 113 Wallasey Road, Wallasey, Wirral, CH44 2AA, United Kingdom, stating the specific competition required.

Claims for prizes must be made in accordance with the competition Terms & Conditions. Failure to claim a prize in the manner specified may result in disqualification and selection of an alternate winner. Prizes are awarded at TANTRUMEDIA Ltd.'s discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant. Prizes are non-transferable and there is no cash alternative. TANTRUMEDIA Ltd. reserves the right to substitute prizes of equal or greater value at any time. Where a prize may not be appropriate for a young contestants, a minimum age for entry will be stated in the competition Terms & Conditions and must be observed. We reserve the right to request written proof of age of any winner.

All costs and other expenses including but not limited to taxes, insurances, meals and upgrades outside the specific competition prize(s) as notified, unless specifically stated, are the sole responsibility of the prize winner.

In consideration of TANTRUMEDIA Ltd. agreeing to consider entrants to the competition, each entrant hereby assigns to TANTRUMEDIA Ltd. the complete copyright and all other rights in any entry, which shall be for the full period of copyright. TANTRUMEDIA Ltd. shall be free to assign such rights to third parties. Any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, or otherwise in contradiction of any law in England & Wales. Where appropriate TANTRUMEDIA Ltd. reserves the right, to monitor information provided by you and to edit the same entirely at it's own discretion.

TANTRUMEDIA Ltd. cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. TANTRUMEDIA Ltd. is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other persons computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.

Winners may be requested to take part in promotional activity and TANTRUMEDIA Ltd. reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.

Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the individual's prior consent.

## **GENERAL**

This Agreement shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any disputes arising hereunder.

The Customer agrees it is their sole responsibility to read and agree to all the above Terms and Conditions before entering into any agreement or provision of service with TANTRUMEDIA Limited. TANTRUMEDIA reserves the right to revise its policies or terms and conditions at any time, and your continued use of any TANTRUMEDIA Limited website or service following any change shall be deemed to be your acceptance of such changes to policies or terms and conditions.

Entering into any agreement, purchase, provision of service or soliciting TANTRUMEDIA Limited in any way shall be seen and deemed as full acceptance of all Terms and Conditions as outlined. As part of these Terms and Conditions the Customer agrees that it is their sole responsibility to regularly check these Terms and Conditions for any changes as they may occur from time to time.

#### **ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement represents the entire agreement between the parties, and supersedes all previous representations, understandings or agreements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement will remain in full force and effect.

Customer hereby represents that he, she or it, is either an individual entering this Agreement for his or her personal use, or is a corporation or other legal corporate entity, duly organized, validly existing and in good standing under the laws of its country of origin and the person acting on behalf of Customer is duly authorized to accept, execute and deliver this Agreement on behalf of Customer.

#### **INDEMNITY**

YOU AGREE TO FULLY & WHOLLY INDEMNIFY US AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSS OF EARNINGS DIRECT OR INDIRECT, DAMAGES, LOSSES, AND ANY & ALL COSTS AND EXPENSES SUFFERED BY YOU OR LEVIED AGAINST YOU ARISING AS A RESULT OF USING ANY SERVICE OR PRODUCT PROVIDED BY TANTRUMEDIA LIMITED.

YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE IN ANY WAY RESPONSIBLE OR LIABLE IN ANY WAY FOR LEVELS OF PRIVACY OR LACK THEREOF WHILE USING ANY SERVICE OR PRODUCT PROVIDED BY TANTRUMEDIA LIMITED.

THIS WEBSITE AND ANY AND ALL SERVICES PROVIDED BY TANTRUMEDIA LIMITED ARE PROVIDED WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY LOSS SUFFERED AS A RESULT OF UPLOADING TO OR DOWNLOADING FROM ANY TANTRUMEDIA LIMITED WEBSITE OR ANY OTHER TANTRUMEDIA LIMITED STORAGE AREA.

YOU AGREE THAT TANTRUMEDIA LIMITED MAY NOT BE HELD LIABLE FOR ANY COMPENSATION, MONETARY OR OTHERWISE, AS A RESULT OF YOU NOT BEING ABLE TO ACCESS ANY INTERNET OR WORLD WIDE WEB OR COMPUTER BASED SERVICE PROVIDED BY TANTRUMEDIA LIMITED FOR ANY REASON WHATSOEVER.

BY USING TANTRUMEDIA LIMITED SERVICES AND PRODUCTS YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU ARE ADVISED NOT TO USE ANY TANTRUMEDIA LIMITED SERVICE OR PRODUCT.

#### **VALIDITY**

Notwithstanding any other provision, we may not limit your consumer rights under English law. If any part of these conditions are unlawful, or unenforceable, then that part shall be deemed severed from these conditions and shall not effect the validity of any other part of these conditions.

**These Terms & Conditions set out on the 18th February 2010.**