

ILUKA HOLDINGS LTD AND ITS SUBSIDIARIES WEBSITE TERMS OF USE

Last Updated: September 2020

These Terms of Use govern your use of our website(s):

- www.iluka.co.uk
- www.ilukacollective.com

and any other website or online platform owned or operated by us and/or linking to these Terms of Use; (each a “Website”)

and your relationship with iLUKA Holdings Ltd (company number 12359684) of iLUKA House, 16 High Street, Hampton Wick, Kingston Upon Thames, KT1 4DB (and any of its Subsidiaries). (the “Company”, “we” or “us”). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms of Use, please do not register for or use the Website. If you have any questions on the Terms of Use, please contact hello@iluka.co.uk.

1. USE OF THE WEBSITE

- 1.1. The Website is provided to you for your personal use subject to these Terms of Use. By using the Website you agree to be bound by these Terms of Use. References to these Terms of Use include the Privacy Policy available here. If you do not accept these Terms of Use, you should not access or use the Website.

2. AMENDMENTS

- 2.1. We may update these Terms of Use from time to time. Please check this page from time to time to take notice of any changes we make, as they are legally binding on you. If you do not accept the new Terms of Use, you should not continue to use the Website. If you continue to use the Website after the date on which they are changes, your use of the Website indicates your agreement to be bound by the new Terms of Use.

3. REGISTRATION

- 3.1. Parts of the Website may require registration.
- 3.2. You must ensure that the details provided by you on registration or at any time are correct and complete.
- 3.3. You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

4. PASSWORD AND SECURITY

- 4.1. When you register to use the Website you may be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password, you should notify us by contacting hello@iluka.co.uk immediately.
- 4.2. If we have reason to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account.

5. YOUR USE OF THE WEBSITE

- 5.1. You may not use the Website for any of the following purposes:
- 5.2. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or

- otherwise objectionable material or otherwise breaching any laws;
- 5.3. transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - 5.4. interfering with any other person's use or enjoyment of the Website; or
 - 5.5. making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
 - 5.6. If you are required to submit information on the Website, your data may be passed to a third-party provider of the website. This third-party shall protect your data in accordance with these terms. If you have uploaded data on the Website you are solely responsible for its content ("**Your Content**").
 - 5.7. You may not submit any material which:
 - 5.8. does not comply with the restrictions set out in clause 5.1;
 - 5.9. advertises or promotes any goods or services;
 - 5.10. reveals any confidential or sensitive information;
 - 5.11. contains any material which you do not have permission to use (including material which may be protected by copyright, trademarks, database rights or any other form of intellectual property right);
 - 5.12. contains viruses or any other components with harmful or contaminating effects on the Website or any equipment connected to it; or
 - 5.13. impersonates any living person.
 - 5.14.
 - 5.15. Whilst we do not control the submission of material, we reserve the right to delete, move and edit Your Content in our absolute discretion, but we do not actively moderate it.
 - 5.16.
 - 5.17. You will be responsible for our losses and costs resulting from your breach of this clause 5.

6. INTELLECTUAL PROPERTY IN THE WEBSITE

- 6.1. The content of the Website is protected by copyright, trademarks, database right and other intellectual property rights. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from us.

7. INTELLECTUAL PROPERTY IN YOUR CONTENT

- 7.1. You confirm that Your Content is your own original work, is not unlawful and does not violate or infringe anyone else's rights (including privacy rights).
- 7.2. You retain ownership of any intellectual property rights that you hold in Your Content. However, you give us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence to use, reproduce, modify, store, make available and distribute Your Content in any media and allow others to use Your Content in whole or in part or in any form. If you do not wish to grant us this permission to use Your Content, please do not submit Your Content to the Website.

8. HOW WE USE YOUR DATA

- 8.1. Our Privacy Policy explains how we treat your personal data and protect your privacy when using the Website.
- 8.2. Our Privacy Policy explains how we use cookies and for what purpose.

8.3. The Privacy Policy, including Cookie Policy, are available at www.ilukacollective.com.

9. AVAILABILITY OF THE WEBSITE

- 9.1. Although we aim to offer you the best service possible, we make no guarantee that the Website will meet your requirements or be fault-free. If a fault occurs in the service, you should report it to hello@iluka.co.uk and we will attempt to correct the fault as soon as we reasonably can.
- 9.2. Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

10. OUR RIGHT TO SUSPEND OR CANCEL YOUR REGISTRATION

- 10.1. We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms of Use.
- 10.2. You can cancel your registration at any time by informing us in writing at hello@iluka.co.uk. If you do so, you must stop using the Website.
- 10.3. The suspension or cancellation of your registration and your right to use the Website shall not affect either party's statutory rights or liabilities.

11. OUR LIABILITY

- 11.1. The Website provides content from other websites or resources and while we try to ensure that material included on the Website is correct, reputable and of high quality, it does not make any warranties or guarantees to that regard. If we are informed of any inaccuracies in the material on the Website, we will attempt to correct the inaccuracies as soon as we reasonably can.
- 11.2. If we are in breach of these Terms of Use, we will only be responsible for any direct losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you are first aware of a breach by us. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption or any indirect or consequential losses.
- 11.3. You agree to indemnify and hold us harmless from and against all claims, actions, liabilities, losses, damages and expenses (including without limitation reasonable legal expenses) incurred by us arising out or in any way connected with Your Content.
- 11.4.
- 11.5. This clause 11 shall not limit or affect our liability resulting from any negligent act that causes death or personal injury.

12. THIRD PARTY WEBSITES

- 12.1. As a convenience to customers, the Website includes links to other websites or material which are beyond its control. We are not responsible for content on any site outside the Website.

13. ADVERTISING AND SPONSORSHIP

- 13.1. Part of the Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

14. APPLICABLE LAW

- 14.1. These Terms of Use will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

15. INTERNATIONAL USE

15.1. We make no promise that materials on the Website are appropriate or available for use in locations outside the United Kingdom and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Website from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

16. MISCELLANEOUS

- 16.1. You may not transfer any of your rights under these Terms of Use to any other person. We may transfer our rights under these Terms of Use to another business where we reasonably believe your rights will not be affected.
- 16.2. If you breach these Terms of Use and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms of Use.
- 16.3. We shall not be responsible for any breach of these Terms of Use caused by circumstances beyond its reasonable control.
- 16.4. The Website is owned and operated by iLUKA Holdings Limited and its Subsidiaries (a limited company registered in England and Wales under number 12359684) with its registered office at iLUKA House, 16 High Street, Hampton Wick, Kingston Upon Thames, KT1 4DB.
- 16.5. If you have any queries, please contact hello@iluka.co.uk.