

LIVE IT EXPERIENCE IT – TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

TERMS OF WEBSITE USE

This document (together with the documents referred to in it) (**terms of use**) tells you the terms of use on which you may make use of our site, www.liveitexperienceit.com (**our site**) as a guest. Use of our site includes accessing, browsing and subscribing to receive emails via our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to:

- our Privacy Policy, set out at www.liveitexperienceit.com/privacy-policy/, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate; and
- our Cookie Policy, set out at www.liveitexperienceit.com/cookie-policy/, which sets out information about the cookies on our site and which also apply to your use of our site.

INFORMATION ABOUT US

www.liveitexperienceit.com is a site operated by The Experiential Tourism Company Limited, trading as Live It Experience It (**we, us** or **our**). We are a limited company, registered in Northern Ireland under company number NI626050, whose registered office is at The Old Courthouse, 42 Main Street, Caledon, County Tyrone BT69 4TZ.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. These terms of use were last updated on 16 March 2016.

CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off, and may download extracts from, any page(s) on our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not use any logo or trade mark on our site without our, or the relevant licensor's, prior written consent. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors, including the companies whose information has been uploaded to our site) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No RELIANCE ON INFORMATION

The information provided on our site, relating to activity, accommodation, food and drink providers (**companies**), is provided free of charge and is intended to be generally helpful to a large range of audiences, including local and international tourists and members of the public, without any endorsement being provided on our part.

All of the company profiles and accompanying information have been supplied by the respective companies. It is the sole responsibility of the company to ensure that the sales profile and information on our site is accurate and up-to-date.

As a result: we cannot take any responsibility for the consequences of errors, omissions or individual company profile content; we will not accept any responsibility with regards to experiences or activities offered by companies; you should always follow the links to more detailed information from the respective company; any reliance you place on this information or links to other websites will be at your own risk.

Links on our site will lead to other websites. These links, and the websites they link to, are not regularly monitored by us, nor are they under our control. We are not responsible for the content of any linked website and cannot take responsibility for the consequences of your using the information or services on linked websites. We cannot guarantee that these links will work all the time.

Neither we, nor our site, endorse or favour any specific commercial product or business. A link to a third-party website does not imply endorsement; you must use your own judgement to decide whether the information or service on that website is suitable for your needs. If a website is not linked to, this does not mean or imply that it is unsatisfactory.

Links to the other websites are reviewed from time to time in terms of functionality alone in the light of customer usage and feedback.

Live It Experience It is not a tour operator.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the laws of Northern Ireland.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our site; or use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use.

You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must ensure that the content: is accurate; complies with all relevant laws; is not obscene, offensive, hateful, inflammatory, defamatory, threatening; and is not in promotion of violence, discrimination or sexually explicit material.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but when you upload to, or make available any content to be used on, our site, you grant us a perpetual licence to use, store, modify and copy that content and to distribute and make it available to third parties or use it in any other way in connection with Live It Experience It's business. We have the right to remove any content you upload to our site. We also retain absolute discretion on whether or not to make visible any content you make available for upload to our site.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site, including the companies.

The views expressed by other users on our site do not represent our views or values. You are solely responsible for securing and backing up your content.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact accounts@liveitexperienceit.com.

APPLICABLE LAW

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims), are governed by the laws of Northern Ireland. We both agree that the courts of Northern Ireland will have exclusive jurisdiction.

CONTACT

Questions, comments and requests regarding these terms of use are welcomed and should be addressed to accounts@liveitexperienceit.com.

