

## LIVE IT EXPERIENCE IT – TERMS OF MEMBERSHIP

### IMPORTANT NOTICE:

- BY CLICKING “SUBMIT” ON THE “SUBMIT YOUR PLACE” PAGE OF THE PORTAL, YOU AGREE TO THESE TERMS AND CONDITIONS WHICH WILL BIND YOU AND ANYONE SUBMITTING ANY CONTENT ON YOUR BEHALF (**MEMBER**).
- WHENEVER YOU FIRST CLICK “SUBMIT” ON THE “SUBMIT YOUR PLACE” PAGE OF THE PORTAL, LIVE IT EXPERIENCE IT SHALL SEND YOU AN INVOICE FOR THE FIRST PAYMENT OF THE FEE. YOUR MEMBER CONTENT WILL NOT BE MADE VISIBLE ON THE PORTAL AND YOU WILL NOT BE ENTITLED TO ANY OTHER MEMBER BENEFITS UNTIL YOU PAY THE FEE.
- THESE TERMS AND CONDITIONS FORM A LEGAL AGREEMENT BETWEEN THE MEMBER AND LIVE IT EXPERIENCE IT (**TERMS AND CONDITIONS**). LIVE IT EXPERIENCE IT REMAINS THE OWNER OF THE PORTAL, SERVICES AND TRADE MARKS AT ALL TIMES. LIVE IT EXPERIENCE IT IS NOT A TOUR OPERATOR AND MAKES NO ENDORSEMENT OR RECOMMENDATION OF ANY MATERIAL POSTED ON THE PORTAL.

### AGREED TERMS

#### 1. INTERPRETATION

The definitions in this condition apply in these Terms and Conditions.

**Commencement Date** means the date that Member first clicks “Submit” on the “Submit Your Place” page of the Portal;

**Fee** means the applicable, non-refundable, annual fee, the value of which depends on the nature of the Member’s business and set out in the Media Pack, payable to Live It Experience It in advance of any use of, or access to, the Services, Trade Marks or Member Benefits;

**Live It Experience It** means The Experiential Tourism Company Ltd (company number NI626050) trading as Live It Experience It, whose registered address is The Old Courthouse, 42 Main Street, Caledon, County Tyrone BT69 4TZ;

**Media Pack** means the document setting out the Member Benefits and other details, as may be amended by Live It Experience It from time to time, as set out at [●] *[DN: insert link to Media Pack]*;

**Member Benefits** means the benefits of becoming a Member, as set out in the Media Pack, as amended from time to time;

**Member Content** means any content uploaded or submitted by or on behalf of the Member to Live It Experience It in any format, including, without limitation, text, images, photographs, map location, logos, trades marks and videos;

**Payment Terms** means the requirement for the Member to pay the Fee, in full in cleared funds to a bank account nominated from time to time by Live It Experience It, within 30 days of the date of the invoice. Live It Experience It shall invoice the Member for the Fee on the Commencement Date and on an annual basis thereafter;

**Portal** means Live It Experience It’s online tourism portal, available at [www.liveitexperienceit.com](http://www.liveitexperienceit.com) or any other domain from time to time and all associated media, materials and documentation (whether printed or online);

**Services** means the content hosting and displaying services in relation to Member Content provided via the Portal in accordance with these Terms and Conditions; and

**Trade Marks** has the meaning set out in condition 4.

#### 2. DURATION

These Terms and Conditions shall commence on the Commencement Date and, subject to payment of the Fees, continue in force thereafter unless or until terminated in accordance with these Terms and Conditions.

### **3. SERVICES**

- 3.1** In consideration of payment of the Fees, Live It Experience It will provide the Services and the Member Benefits to the Member on and subject to these Terms and Conditions.
- 3.2** Live It Experience It shall use commercially reasonable endeavours to make the Portal available 24 hours a day, seven days a week, except for: (a) planned maintenance carried out during any maintenance window; and (b) unscheduled maintenance performed outside Live It Experience It's normal business hours.
- 3.3** The rights provided under these Terms and Conditions are granted to the Member only, and shall not be considered granted to any subsidiary or holding company.

### **4. TRADE MARKS**

- 4.1** Subject to payment of the Fees, Live It Experience It hereby grants to the Member a non-exclusive, non-transferable and revocable licence to use any trade mark (whether registered or unregistered) which Live It Experience It notifies to the Member from time to time (**Trade Marks**) in accordance with these Terms and Conditions.
- 4.2** Acting reasonably and in accordance with the provisions of these Terms and Conditions at all times, the Member shall be entitled to: use the Trade Marks on its own website; with the prior written approval of Live It Experience It, print a reasonable number of copies of Trade Marks to display the Trade Marks on its physical locations; and, with the prior written approval of Live It Experience It, use the Trade Marks on its promotional material. Live It Experience reserves the right to refuse, or withdraw, permission to print or use the Trade Marks on any physical location or promotional material at any time.
- 4.3** The Member shall not modify the Trade Marks in any way, including, without limitation, the colour, size or clarity of the Trade Marks, unless otherwise agreed in writing and in advance by Live It Experience It.
- 4.4** The Member shall not use the Trade Marks in such a way as to suggest any form of association, approval or endorsement on the part of Live It Experience It where none exists or in any way that Live It Experience It deems, in its sole discretion, to be inappropriate. The Member shall not use the Trade Marks in any way which could harm or take advantage of Live It Experience It's reputation.
- 4.5** Live It Experience It shall be entitled to immediately terminate the licence granted at condition 4.1 at any time.
- 4.6** For the avoidance of doubt, this condition 4 shall be a material condition of these Terms and Conditions.

### **5. LIVE IT EXPERIENCE IT'S OBLIGATIONS**

- 5.1** Live It Experience It undertakes that, subject to payment of the Fees, the Services and Member Benefits will be provided with reasonable skill and care.
- 5.2** Live It Experience It: (a) does not warrant that the Member's use of the Portal will be uninterrupted or error-free; or that the Services will meet the Member's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Member acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

### **6. PROPRIETARY RIGHTS**

The Member acknowledges and agrees that Live It Experience It and its licensors own all intellectual property rights in the Portal, the Trade Marks, the Services and any metadata arising out of use of the Member Content or end user's use of the Portal. Except as expressly stated herein, these Terms and Conditions do not grant the Member any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Portal.

### **7. LICENCE GRANT**

The Member retains all ownership rights in the Member Content, but in consideration of the Member Benefits, the Member hereby grants to Live It Experience It a non-exclusive, perpetual licence to use the Member Content as required by it in connection with the business of Live It Experience It.

### **8. MEMBER CONTENT**

- 8.1** The Member has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Member Content inputted by it or on its behalf and warrants that it has all necessary permissions and consents to use the Member Content.

- 8.2** The Member shall submit Member Content to Live It Experience It via the “Submit Your Place” page on the Portal on the Commencement Date and shall be entitled to amend or update the Member Content on each anniversary of the Commencement Date, or as otherwise agreed in advance of submission by Live It Experience It. Live It Experience It makes no commitment as to when Member Content shall be made visible on the Portal after any submission. Live It Experience It shall have sole discretion of what Member Content shall be made visible to end users of the Portal. Live It Experience It is entitled to modify, delete or amend any element of the Member Content at any time.
- 8.3** Where the Member submits photographs as part of the Member Content, it shall ensure that the photographs are: in JPEG (.jpg or .jpeg) or RGB (.rgb) formats only; are in high quality and high resolution; are only uploaded with the minimum dimensions of 1500px in width and 1000px in height; and are in landscape orientation only.
- 8.4** Live It Experience It shall use reasonable commercial endeavours to back-up the Member Content on a regular basis. In the event of any loss or damage to Member Content, the Member’s sole and exclusive remedy shall be for Live It Experience It to use its reasonable commercial endeavours to restore the lost or damaged Member Content from the last back-up. Live It Experience It excludes its liability for any loss, destruction or alteration of Member Content and will not be responsible for any loss, destruction, alteration or disclosure of Member Content caused by any third party.
- 8.5** In relation to processing data under these Terms and Conditions: (a) the Member acknowledges and agrees that personal data held by Live It Experience It may be transferred or stored outside the European Economic Area or the country where the data subject is located in order to provide the Services and perform Live It Experience It’s other obligations under these Terms and Conditions; (b) the Member shall ensure that it is entitled to transfer the relevant personal data to Live It Experience It so that Live It Experience It may lawfully use, process and transfer the personal data in accordance with these Terms and Conditions on the Member’s behalf; (c) the Member shall ensure that all relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by the Data Processing Act 1998; and (d) Live It Experience It shall take appropriate reasonable technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## **9. FEES**

- 9.1** The Member will pay the Fees in accordance with the Payment Terms. All amounts payable by the Member under these Terms and Conditions are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under these Terms and Conditions by Live It Experience It to the Member, the Member shall pay to Live It Experience It such additional amounts in respect of VAT as are chargeable on supply of the Services at the same time as payment is due for the supply of the Services.
- 9.2** Live It Experience It reserves the right to increase the Fee at any time provided that Live It Experience It gives the Member notice of any such increase not less than one month before the proposed date of the increase.
- 9.3** Time for payment shall be of the essence.

## **10. MEMBER'S OBLIGATIONS**

- 10.1** The Member shall provide all necessary co-operation in relation to the Services and the Trade Marks and provide all necessary access to such information as may be required by Live It Experience It in order to provide the Services and comply with all applicable laws and regulations with respect to its activities under these Terms and Conditions.
- 10.2** The Member will not (and will procure that its employees and anyone accessing the Services with the Member's permission will not) access, store, distribute or transmit any viruses, or any material during the course of use of the Services, including Member Content, that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property, and Live It Experience It reserves the right, without liability or prejudice to its other rights, to remove or disable access to any material that breaches the provisions of this condition.
- 10.3** The Member will not, except as may be allowed by any applicable law incapable of exclusion: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Portal or the Services in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal or the Services.
- 10.4** The Member shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify Live It Experience It.
- 10.5** The Member may link to the homepage of the Portal from its website, provided this is done in a way that is fair and legal and does not damage or take advantage of Live It Experience It's reputation. A link must not be established in such a way to suggest any form of association, approval or endorsement where none exists. The Portal must not be framed on any other website, nor may a link be established to any part of the Portal other than its homepage. The permission to establish a link may be withdrawn at any time.

## **11. INDEMNITY**

The Member shall defend, indemnify and hold Live It Experience It harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the provision or use of Member Content.

## **12. LIMITATION OF LIABILITY**

- 12.1** Except as expressly and specifically provided in these Terms and Conditions: (a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded; and (b) the Services are provided to the Member on an "as is" basis.
- 12.2** Nothing in these Terms and Conditions excludes Live It Experience It's liability: (a) for death or personal injury caused by Live It Experience It's negligence; or (b) for fraud or fraudulent misrepresentation.
- 12.3** Subject to the foregoing: (a) Live It Experience It shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms and Conditions; and (b) Live It Experience It's total aggregate liability in contract (including in respect of the indemnity in condition 11 above), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to the total Fees paid by the Member to Live It Experience It in the period of 12 months prior to the date the cause of action arose.
- 12.4** The Member hereby acknowledges and agrees that Live It Experience It does not warrant or represent to the Member that by entering into these Terms and Conditions or receiving the Services that the Member will receive an increased, or minimum, volume of website traffic, purchases or enquiries by end users and Live It Experience It hereby expressly disclaims its liability for the volume of, and quality of, website traffic, purchases or enquiries made to the Member by end users of the Portal.

## **13. TERMINATION**

- 13.1** These Terms and Conditions shall, unless otherwise terminated as provided in this condition, continue in force unless or until: (a) terminated immediately by Live It Experience It at any time for cause; (b) terminated by either party by not less than 60 days' notice in writing to the other party; or (c) otherwise terminated in accordance with these Terms and Conditions.

- 13.2** On termination for any reason: (a) the Member shall immediately cease use of the Portal; (b) any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination shall not be affected or prejudiced; (c) the licence granted under condition 4.1 will be revoked and the Member shall immediately cease use of the Trade Marks and remove all displays of the Trade Mark from its website, physical locations and promotional material; and (d) the Member shall not be entitled to any refund of Fees.
- 14. FORCE MAJEURE**  
Live It Experience It shall have no liability to the Member if Live It Experience It is prevented from or delayed in performing its obligations, or from carrying on its business, by events beyond its reasonable control, including, without limitation, industrial disputes, failure of a utility service or transport or telecommunications network, act of God, civil commotion, malicious damage, compliance with any law or governmental order, accident, fire, flood, storm or default of suppliers or sub-contractors.
- 15. ASSIGNMENT**  
Live It Experience It may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.
- 16. VARIATION**  
Except as set out in these Terms and Conditions, no variation of these Terms and Conditions, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing by both parties.
- 17. GOVERNING LAW & JURISDICTION**  
These Terms and Conditions and any dispute or claim arising out of or in connection with it or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).