

WhereCanWeGo Limited

Agreement covering the provision of event data to third party publishers

Pre-amble

WhereCanWeGo Limited allows web and printed-word publishers use of event data collected by WhereCanWeGo.com from time to time, subject to certain important conditions. These conditions may or may not include payment of a monthly fee.

The purpose of this document is to outline the terms and conditions upon which data is generally provided to third party publishers. It is written in everyday language to avoid the need for, or expense of, legal drafting. Publishers must accept these terms and conditions and the spirit of honest straightforward cooperation underpinning them before the data is used. Any use of the data confirms acceptance by a publisher of these terms.

Where a full written individual agreement has been entered with a publisher on an individual basis that agreement will take precedence over this one.

Terms and Conditions

1) Prior agreement

Publishers wishing to use WhereCanWeGo.com event data must obtain individual written permission to do so in advance from WhereCanWeGo Limited. This permission will include relevant payment terms, if any.

2) Duration

Event data is provided by WhereCanWeGo Limited on an on-going basis, subject to one month's notice period either way unless otherwise agreed in writing. WhereCanWeGo Limited reserves the right to withhold data without notice and terminate this agreement if the terms of this agreement or payment terms are breached by a publisher. Publisher will cease using data immediately upon termination.

3) Use of data

Event data is supplied on the strict understanding that it will only be utilised by publishers on the website or publication to which the prior agreement refers. Publishers will ensure that the data is not transmitted on for use by other publishers or for any commercial use.

4) Copyright and acknowledgment

Publishers agree that data copyright remains with WhereCanWeGo Limited, and that the words 'powered by WhereCanWeGo.com' or similar will feature alongside data appearance.

5) Event input

Publishers agree that if they wish to offer their users or readers the facility to post event data, such input will be via WhereCanWeGo.com's input screens. This helps avoid doubling up of listings.

6) Additional publisher undertakings and acknowledgments

Publishers understand that WhereCanWeGo Limited provides a family and community orientated service, and accept that publishers must ensure that all use of event data and the websites or publications in which it appears fully comply with the precise terms and the general spirit of WhereCanWeGo.com's House Rules covering taste, decency etc. which include (but are not limited to) acceptance of the following undertaking:

Content **must not:**

- * be likely to cause offence to or be an adverse influence on users of any age
- * be racist or sexist, sexually explicit, provocative, offensive, blasphemous or abusive
- * contain swear words or other language likely to offend
- * promote or encourage unlawful, distasteful, or unsafe/dangerous activity
- * breach anyone else's copyright
- * be inaccurate, out-of-date, malicious, mischievous
- * be written in anything other than straightforward English
- * contain information which you are not properly and fully authorised to publish

Publishers understand that within the WhereCanWeGo.com data copy and content are the responsibility of event organisers who have agreed to ensure that it is accurate, legal, kept up to date and in good taste, and complies with House Rules. WhereCanWeGo Limited reserves the right to amend or omit material at its own discretion but does not act as moderator. Whilst reasonable care is taken no liability of any kind is accepted by the company or directors in relation to the content, operation or use of WhereCanWeGo.com data. In the event that serious errors or other problems come to light within the data, WhereCanWeGo Limited will advise publishers, and publishers undertake to remove or amend relevant parts of the data without delay where practical to do so.

7) Distinction between paid and free supply of data

All free supplies of data provide event information in summary format only. Further information is available to users via a link-back to a WhereCanWeGo.com page. Any advertisement revenue generated by advertisements on these link-back pages remains with WhereCanWeGo Limited.

Paid-for supplies of full data will be subject to individual agreement as to fees payable by publishers.