



# Terms of Use

Updated June 21<sup>st</sup> 2021

## 1 Introduction

- 1.1 Welcome to [nectarine.pr](https://nectarine.pr) (“**Site**”), which is owned and operated by Releasd Limited t/a Nectarine (“**we**” or “**our**”). For further information about us and our contact details, please see the Company information and Contact us sections at the end of these Terms of Use.
- 1.2 These terms and conditions (“**Terms**”) govern your use of the Site. Please take the time to read them before you start to use this Site. We recommend that you print or save a copy of these Terms for future reference.
- 1.3 Please note that these Terms apply to your access and use of the Site as a visitor only and separate terms and conditions apply to your use of the web-based content presentation platform (“**Platform**”) accessible via a registered account on the Site to our subscribing users (“**Subscribers**”). If you are a Subscriber, please contact your account administrator for further details regarding the terms that apply to your access and use of the Platform.
- 1.4 By accessing and using our Site, you confirm that you accept these Terms and that you agree to comply with them.
- 1.5 We may amend these Terms from time to time as set out in paragraph 9. Each time you use the Site, please check these Terms to ensure you understand the Terms which will apply at that time. These Terms were most recently updated on the date of posting that appears at the top of this Page.
- 1.6 If you have any queries or concerns regarding these Terms, please contact us using the details in the Contact Us section at the end of these Terms of Use.

## 2 Accessing and using the Site

- 2.1 You are free to browse those parts of the Site we make available to visitors without registration.
- 2.2 You must be a subscribing user to login to a registered account. Please contact your account administrator for further details regarding subscriptions to our services.
- 2.3 We may restrict access to certain individual Pages which will only be accessible to you if you have been provided with the applicable password by the publisher of the relevant Page. If you have received such access details, you may not distribute those details without the prior written permission of the publisher of the Page.

- 2.4 We try to make the Site available at all times, but, of course, due to the inherent nature of communications via the internet, we cannot guarantee this.
- 2.5 You may use the Site only for lawful purposes. You may not use the Site:
  - 2.5.1 in any way that breaches any third party rights or applicable local, national or international law or regulation;
  - 2.5.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 2.5.3 for the purpose of harming or attempting to harm minors in any way;
  - 2.5.4 to knowingly receive, download, use or re-use any material which does not comply with these Terms;
  - 2.5.5 to knowingly transmit, send or upload any data or other material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 2.6 You also agree:
  - 2.6.1 not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of these Terms;
  - 2.6.2 not to carry out data mining, screen scraping or crawling of this Site, its Pages or its content or use any process or processes that send automated queries to this Site unless you have obtained our prior written consent.
  - 2.6.3 not to access without authority, interfere with, damage or disrupt:
    - a) any part of the Site;
    - b) any equipment or network on which the Site is stored;
    - c) any software used in the provision of the Site; or
  - 2.6.4 any equipment or network or software owned or used by any third party.

### 3 Our Content

- 3.1 All of the content on the Site is owned by (and all copyright, trade mark and other intellectual property rights in that content shall at all times remain vested in) us or our licensors and is protected by local and international copyright and other intellectual property laws.
- 3.2 Our content includes any information or other material found on or via the Site, including without limitation text, databases, graphics, videos, software and all other features found on or via the Site.
- 3.3 You may download and view the Site's Pages and content online and print a copy of these Terms for your records. You may not otherwise reproduce, modify, copy or use any of the content on the Site without our prior written consent.

- 3.4 To be clear, you are not in any circumstances permitted to:
- 3.4.1 edit any such content; or
  - 3.4.2 remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to, or are contained within, the content.
- 3.5 'Nectarine' and the Nectarine logo and trade marks of Releasd Limited. These and all other trade marks and brands appearing on the Site are owned by us or our licensors. No permission is given in respect of the use of any of these marks or brands, and any such use may constitute an infringement of the holder's rights.

#### 4 Links

- 4.1 You acknowledge that the Site may include links to third-party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability.
- 4.2 We do not therefore endorse, or make any representations about them, or any content found there, or any results that may be obtained from using them.
- 4.3 If you decide to access any of these third-party websites, you do so entirely at your own risk.
- 4.4 If you use a linked site, any personal information you give to them will be dealt with in line with their privacy policy, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.
- 4.5 You may only link to the Pages of the Site provided that:
  - 4.5.1 those Pages are not loaded into frames on your website, App or other online service, unless we expressly agree in writing; and
  - 4.5.2 your site or service does not misrepresent its relationship with us, our licensors or Subscribers or present false information about us or otherwise harm our business or conflict with our interests or values.
  - 4.5.3 we reserve the right to withdraw linking permission to any time without prior notice

#### 5 **Promises, Liability and Disclaimers**

- 5.1 This Site is provided on an "as is" and "as available" basis. To the fullest extent permissible under applicable law and subject to paragraph 5.2, we disclaim any and all promises, warranties, conditions, or representations relating to the Site and its content, whether express, implied, oral or written. In particular:
  - We do not make any promises as to the truth, accuracy, integrity, quality or completeness of the content or information that appears on the Site and you should not rely on it being accurate, truthful or complete.

- By using the Site you acknowledge and accept the inherent risks, characteristics and limitations of the internet, particularly in terms of technical performance of the Site and the risks inherent in all third party links, connections and transfers via the internet. We do not promise that the Site or its content will be delivered uninterrupted, in a timely manner or error-free.
- We are not responsible for any data or information uploaded by any Subscribers to the Site including any content posted, uploaded or published on the Site.
- We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a device's functionality or operation including transmission arising from your download of any content, software you use to download the content, the Site or the servers that make it available. In this respect you agree that it is your responsibility to install suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of the Site is done at your own risk and you will be solely responsible for any damage to your computer system or device or loss of data that results from the download of any such content.

5.2 There are certain liabilities which we cannot exclude by law and nothing in these Terms excludes or limits our liability for the following:

- for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation; or
- any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

5.3 We will not be responsible or liable:

- for any direct or indirect losses related to any business of yours including but not limited to lost data, profits, revenue, business, opportunity, goodwill, reputation or business interruption; or
- for any form of indirect, consequential or special loss, however arising.

5.4 Except as set out above in this paragraph 5, if we fail to comply with these Terms, we shall only be liable to you for an amount not exceeding £100.

## 6 Copyright complaints

6.1 We respect the intellectual property rights of others, and we prohibit Subscribers from submitting, uploading, posting or otherwise transmitting any materials that infringe or violate another person's intellectual property rights.

- 6.2 It is our policy to comply with clear notices of alleged copyright infringement. If you wish to submit a notice of alleged copyright infringement, please contact us using the details provided at the end of these Terms.
- 6.3 Additionally, it is our policy to terminate usage rights and any applicable user accounts of Subscribers we determine to be infringers of others' copyright.
- 6.4 Content hosted on third-party websites accessible from this Site is the responsibility of those websites, and not our responsibility. If you are the copyright owner of content hosted on a third-party website, and you have not authorised the use of your content, please contact the administrator of the third-party website directly to request removal of that content.

## 7 General complaints, feedback and requests for further information

- 7.1 If you have any general complaints, feedback or wish to request further information about the Site, please contact us using the contact details under the Contact Us section at the end of these Terms of Use.
- 7.2 Your feedback and suggestions about the Site are always gratefully received by us however you understand that we may use these without any obligation to compensate you for them and you are, of course, under no obligation to us to provide them.

## 8 Written communications

- 8.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 9 General

- 9.1 Severability. If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms will not be affected and shall remain in force. For the avoidance of doubt, should

these Terms or any part of them be deemed void or voidable, this shall not affect the validity of any licence provided under these Terms.

- 9.2 Reliance on these Terms. We intend to rely on these written Terms and any document expressly referred to in them in relation to the subject matter of any contract between us. We and you will be legally bound by these Terms.

- 9.3 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with our obligations under these Terms by anything you, or anyone acting on your behalf, does or fails to do or due to events or circumstances beyond our reasonable control (including, but

not limited to, fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war) then our inability or delay in performing our obligations will not be deemed to be in breach of contract.

- 9.4 References to 'including' and other similar expressions. In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.
- 9.5 Assignment. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.
- 9.6 Waiver. If you breach these Terms and we choose to ignore your breach, 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 again.
- 9.7 Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to them.
- 9.8 Language. These Terms may be presented to you in more than one language. However, the English language version of these Terms shall prevail. Any agreement between us which incorporates these Terms will be concluded in English.
- 9.9 Governing law. Any disputes or claims between us arising out of or in connection with these Terms (including non-contractual disputes or claims) are governed by and construed in accordance with English law.
- 9.10 Disputes. Any disputes or claims arising shall be subject to the non-exclusive jurisdiction of the courts of England. Nothing in this paragraph shall deprive consumers of the right to bring or defend proceedings in their home state nor of the protection afforded to them by the mandatory rules of law of the country in which they live.

## 10 Changes to these Terms

- 10.1 We may make changes to these Terms at any time by posting a copy of them on the Site. Any changes will take effect on the date on which we post the modified terms on the Site. If you continue to use the Site it means that you accept any such changes.

## 11 Company information

- 11.1 This Site is owned and operated by Releasd Limited t/a Nectarine, a company incorporated in England, whose company details are as follows:

Registered office address: Releasd Limited, 5 Jardine House, Harrovia Business Village,  
Bessborough Road, Harrow, Middlesex, HA1 3EX

Company registration number: 06671075

VAT registration number: GB947069784

12 **Contact us**

12.1 Please contact us using the details below.

Correspondence address: 5 Jardine House, Harrovian Business Village, Bessborough Road  
Harrow, HA1 3EX, UK

Telephone number: +44 (0)3 355 7459

Email address: [hello@nectarine.pr](mailto:hello@nectarine.pr)