

## **Mouthpiece Panel Website User Terms**

### **1. User Terms**

- (a) These terms of use apply to the Mouthpiece Panel website ("Website").
- (b) The following user terms ('User Terms') form a contract between you and MGN Limited, the operator of this Website.
- (c) Please read these User Terms carefully before using the Website. By using the Website, you indicate that you accept these User Terms and agree to abide by them. If you do not agree to the User Terms, please refrain from using the Website.
- (d) MGN may amend these User Terms at any time by posting changes here. As a User it is your responsibility to review these User Terms regularly to ensure you are aware of any changes made by us. Your continued contribution to the Panel after changes are posted means you have agreed to be bound by these User Terms as updated and/or amended.

### **2. Information About Us**

- (a) The Mouthpiece Panel ("the Panel") and the Website are managed and operated by MGN Limited, a company registered in England and Wales with company number 02571173 whose registered office address is at One Canada Square, Canary Wharf, London, E14 5AP ("MGN").

### **3. Registration**

- (a) Some services on the Website may be restricted to Users that have registered their details with us and created an account. In order to join the Panel and become a member, you will be required to complete the online registration form. If you decide to register for one of these services you agree:
  - (i) that you are aged at least 16 years old or more and are a UK resident;
  - (ii) that your account details are personal to you and you shall not disclose your account details, including your password(s), to any third party;

(iii) that you will take all reasonable steps to ensure that your user details, including your account details and password(s), are kept confidential and secure; and

(iv) that you will not create an account using false information or impersonate another person when registering for or creating an account on the Website.

(b) We may cancel your account at anytime if for any reason we believe you have breached these requirements. We also reserve the right to suspend or delete your account details, whether chosen by you or allocated by us, at any time if in our sole opinion you have failed to comply with any part of these User Terms.

#### **4. Membership of the Panel**

(a) Membership of the Panel entitles you to the benefit of various incentives including prize draws, offers and promotions which may be provided from time to time by or on behalf of MGN. Additional terms and conditions will apply to such incentives. Details of these incentives may be emailed direct to you or will be made available on the Website.

(b) You agree to use the Panel only for lawful purposes, and in a way that does not infringe the rights of any other party or restrict or inhibit anyone else's use and enjoyment of the Panel.

(c) You will receive regular questionnaires as a Panel member. Your participation on all questionnaires outside the registration survey is voluntary and you may end your participation at any time. You can unsubscribe from the Panel at any time by using the link in email survey invitations or by emailing [support@mouthpiecepanel.co.uk](mailto:support@mouthpiecepanel.co.uk)

(d) You undertake that all information you give in relation to the Panel will be as accurate as possible. Providing false information could lead to you being disqualified from the Panel.

(e) You will be responsible for ensuring that any and all details provided by you are kept up-to-date and correct. Failure to do so could result in you being excluded from the Panel.

(f) You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public or otherwise use any Panel Content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or

create a derivative work from any Panel Content except for your own personal, non-commercial use. Any other use of the Panel content requires the prior written permission of MGN. "Panel Content" means the questions asked in any survey and/or any creative content made available to you including mock-ups of new magazine designs, website designs, advertising material and any other material made available to you as a result of your membership of the Panel.

(g) Whenever you complete a survey sent to you, you will be eligible to receive the Panel incentive or prize draw entry specified in relation to that survey. Full details of incentives available can be found [here](#)

(h) From time to time, we may restrict access to some parts of the Website, or the entire Website, to Users. We will not be liable if for any reason our site is unavailable at any time or for any period.

## **5. Contributions to the Panel**

(a) Where you are invited to submit any contribution to the Panel (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant to MGN a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in these User Terms and Mouthpiece Panel's [Privacy Policy](#). If you do not want to grant to MGN the rights set out above, please do not submit your contribution to the Panel.

(b) Further to this, by submitting your contribution to the Panel, you warrant represent and undertake that your contribution:

- (i) is your own original work and that you have the right to make it available to MGN for all the purposes specified above;
- (ii) is not defamatory; and
- (iii) does not infringe any law, regulation or Code of Practice.

(c) You undertake to indemnify MGN and/or its affiliate companies against all reasonable legal fees, losses, damages, costs and other expenses that may be

incurred by MGN and /or its affiliate companies as a result of your breach or alleged breach of the above warranties, representations and undertakings or these User Terms.

(d) You hereby waive any moral rights in your contribution for the purposes of its submission to the Panel and the purposes specified above.

(e) In participating in the Panel, you agree not to:

- (i) send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise, post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
- (ii) threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- (ii) use any information or material in any manner that infringes the copyright, trade mark, patent or other proprietary right of any party;
- (iv) make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;
- (v) upload pictures with content that is likely to be deemed to be undesirable or offensive by MGN;
- (vi) advertise or offer to buy or sell goods or services for any commercial purpose.

## **6. User Generated Content**

(a) You agree that you will not submit any material to the Website, including, without limitation, comments, reviews and ratings (“User Generated Content”):

- (i) that is in any way, threatening, abusive, offensive, defamatory, invasive of another’s privacy, abusive, in breach of confidence, embarrassing to any person or likely to deceive any person, hateful, blasphemous, pornographic, or racially, ethnically or otherwise objectionable;
- (ii) in respect of which you do not have the necessary licences or approvals;
- (iii) which constitutes or encourages conduct that would be considered a criminal offence or otherwise contrary to any law, regulation or code

of practice, give rise to civil liability or infringe the rights of any third party anywhere in the world;

- (iv) which is or could be technically harmful;
- (v) which is or may be deemed to be advertising or promotional materials including "spam" email;
- (vi) which makes excessive demands for bandwidth;
- (vii) which is inaccurate or misleading.

(b) You will not impersonate any person or entity when submitting User Generated Content or misrepresent any affiliation with any person or entity.

(c) You acknowledge that MGN has no obligation to monitor any User Generated Content but MGN has the sole discretion to modify or delete any such User Generated Content in its sole discretion and may remove any such material at any time. Notwithstanding this, you are solely responsible for and bear the legal risk associated with such User Generated Content anywhere in the world.

(d) In the event that you are in breach of these User Terms and/or MGN Standards for User Generated Content at any time, MGN may forthwith terminate any account that you have with it and you may not open another account with MGN and MGN reserves the right to terminate any such account. In the event that you continue to contravene these User Terms and/or the Standards for User Generated Content MGN reserves the right to contact your employer, school or college and/or your internet service provider.

(e) MGN will co-operate with law enforcement or regulatory authorities or any court order requesting or requiring it to disclose the identity or location of or any other information in relation to anyone who has submitted User Generated Content to MGN in breach or allegedly in breach of these User Terms and/or the Standards for User Generated Content. We may also disclose such information where we are advised by our lawyers that a court order would be granted requiring us to disclose it, even if no legal proceedings have been commenced in relation to the same.

(f) You agree that you will only use other users' personal data published on the Website in accordance with the applicable laws and regulations (including, without limitation, data protection laws) and, without limitation to the other provisions of these User, that you will only use other users' personal data for lawful purposes and as expressly permitted by such other user(s).

(g) You will not access or attempt to access the accounts of other users or penetrate or attempt to penetrate MGN's security measures.

(h) You acknowledge that submitting any UGC to the Website does not guarantee that the UGC or any part of it will appear on the Website. You cannot edit or remove UGC once you have submitted it to the Website. However, if you become aware of any inaccuracy in UGC submitted by you, please contact MGN at [support@mouthpiecepanel.co.uk](mailto:support@mouthpiecepanel.co.uk)

(i) If you publish any User Generated Content via the Website by way of contributions to chats, discussions or user reviews or comments, you automatically and hereby grant to MGN a perpetual, royalty free, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from and distribute such User Generated Content into any form, medium or technology now known or hereafter developed. In addition, as between you and MGN, you assert and waive any and all moral rights in such User Generated Content.

(j) Where a claim is brought against MGN by a third party in relation to your User Generated Content you agree to fully reimburse MGN and all companies within the MGN group for all losses, costs, actions, claims, damages, expenses (including legal costs and expenses) or liabilities, whatsoever suffered or incurred by MGN or companies within the MGN group in or as a consequence of any User Generated Content which is included on the Website.

## **7. Intellectual Property**

(a) The names, images and logos identifying MGN or third parties and their products and services are or may be subject to copyright, design rights and trademarks of MGN or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of MGN or any other third party.

## **8. Disclaimers and Limitation of Liability**

(a) The content of the Panel, including the information, names, images, pictures, logos and icons regarding or relating to MGN its products and services (or to third party products and services), is provided without any representation or warranty on the part of MGN (whether express or implied).

(b) Under no circumstances will MGN or Vision Critical Research Solutions (UK) Limited (who hosts/develops the Website on MGN's behalf) be liable for any loss or damage whether foreseen, foreseeable, known or otherwise sustained by you in connection with your membership of the Panel or use of the Website.

(c) MGN or Vision Critical Research Solutions (UK) Limited (who hosts/develops the Website on MGN's behalf) do not warrant that functions contained in the Panel content will be uninterrupted or error free, that defects will be corrected, or that the Panel or the server that makes it available are free of viruses or bugs.

## 9. General

- (a) If there is any conflict between these terms and specific terms appearing elsewhere then the latter shall prevail.
- (b) Neither party shall be liable to the other, for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any power failure.
- (c) Any notices shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by e-mail or first class post to the other party's address as may be designated in writing from time to time. Any notice sent by first class post shall be deemed (in the absence of evidence of early receipt) to have been delivered two days after dispatch. Any notice given by e-mail shall be deemed to have been delivered on the next working day following transmission.
- (d) This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without MGN's prior written consent.
- (e) MGN reserves the right to assign or transfer all or any of its rights and obligations under this Agreement to any companies in the same group as MGN or a third party. In the event of assignment or transfer, notification will either be given to you by e-mail or posted on the Website.
- (f) Failure by either party to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.
- (g) If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- (h) These terms shall be governed by and interpreted in accordance with the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the English courts.

## 10. Data protection

- (a) In these User Terms the terms 'processing', 'personal data', 'data controller' and 'data processor' shall bear the same meanings as set out in the Data Protection Act 1998 and any superseding or amending legislation ("DPA").
- (b) You acknowledge and accept that MGN and its licensees may process your personal data from time to time. In relation to your personal data MGN shall be the data controller and the licensees of MGN shall be the data processor.