

Terms and Conditions of the use of the digitalmediaconsulting.biz web-site

These Terms and Conditions apply when you (the “User”) access ccm ltd’s (“CCM”) website. Before proceeding, you should read the Terms and Conditions carefully. If you find yourself unable to agree to them, then you must not access our website. However, by accessing this web-site you agree to them unconditionally.

CCM may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on our web site ("the Site") and by NOT announcing such changes by any form.

Except as stated below, all amended Terms and Conditions shall be automatically effective after they are posted on the Site.

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1. General Information

1.1 For your information we list below contact details of CCM, for the purpose of this site:

E-Mail only: info@digitalmediaconsulting.biz

2. The Site

2.1 CCM reserves the right to change the content, presentation, performance, user facilities and availability of any part of the Site at its sole discretion and without

notice. It is the User's responsibility to refer to and update itself in relation to any changes made. Any such changes will become effective upon posting by CCM.

2.2 CCM does not warrant any continuity of connection, transmission over security or results from the use of any network connection or facilities provided or omitted to be provided in connection with the use of the Site.

2.3 Where CCM provides hyperlinks to a third parties website, CCM shall not take any responsibility for nor does it make any warranties, representations or undertakings about the content of any other web-site which may be referred to or accessed by the hyperlink and CCM does not endorse or approve the content of such third parties web-sites. Additionally, this does not indicate any existing affiliation between CCM and the third party companies, entities, brands (and their respective trademarks, copyrights, and intellectual properties) present on the CCM site.

2.4 CCM makes no warranty as to the continuous availability of the Site, but shall use reasonable endeavours to keep down time to a minimum.

3. digitalmediaconsulting.biz, and all affiliated sites, are only a Venue

3.1 **Overview.** The Site acts as a venue for Users to obtain information on CCM and its activities (the "Information"). CCM does not officially guarantee the quality, safety, accuracy or legality of any Information, nor any ability whatsoever to warrant or guarantee the integrity and legality of the third parties' activities accessible through the site.

3.2 **Release.** In the event that you have a dispute or issue with one or more of the elements and information available on the site, you shall release CCM (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

3.3 **Use of Information.** All Users should not completely rely upon the information found at the Site but should rather use it as a starting point for doing independent research, then deciding for oneself the accuracy and merits of the information that has been provided on our Site. As such CCM cannot guarantee and gives no warranty as to the accuracy, veracity, or completeness of any information provided. The opinions expressed on this Site are those of CCM. If the User acts on anything that is said or done the User must do so on the basis of a considered decision of its own, having weighed up the pros, cons and risks thereby fully accepting the responsibility for the success or failure of the User's actions. Under no circumstances shall CCM be liable for direct, indirect, or incidental damages resulting from a User's use of information, commentary, advice or other content on the Site. The User agrees to indemnify CCM against any actions, claims, proceedings, or liabilities arising from its use of the content of the Site.

4. Your Information

4.1 "Your Information" is defined as any information the User provides to CCM, in any public message area, through feedback or any e-mail or form features.

4.2 Your Information and conduct (or any items listed therein) shall not:

- be false, inaccurate or misleading
- be fraudulent or involve the sale of counterfeit or stolen items
- infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy
- violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
- be obscene, blasphemous, contain any pornography including without limitation child pornography or other legally restricted material
- contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information
- create liability for CCM or cause CCM to lose (in whole or in part) the services of its ISPs or other suppliers
- impersonate any person or entity, or falsely state or otherwise misrepresent the User's affiliation with anyone or anything
- post or transmit chain letters, spam mail, junk mail, pyramid schemes, advertising, promotional materials, or other solicitation except as where explicitly requested by CCM

4.3 To enable CCM to use the information supplied, such that we are not violating any rights the User might have in that information, the User agrees to grant CCM a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license and the right to sub-license (through multiple tiers) to use the copyright, publicity and other intellectual property rights the User has in Your Information, in any media now known or not currently known. CCM will only use Your Information in accordance with standard Privacy Policies.

4.4 The User is responsible for all statements made and acts that occur through the use of the Site.

5. Access and Interference

5.1 The User agrees that it will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site's web pages or the content contained herein without the prior written consent of CCM.

5.2 The User agrees that it will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site.

5.3 The User agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

5.4 Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to CCM by our users or third parties for information purposes. The User agrees that it will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from the Site without the prior written consent of CCM or the appropriate third party, with the exception of downloading or printing a single copy for itself for offline viewing.

6. Breach

6.1 Without limiting other remedies, CCM may immediately issue a warning to the User, temporarily suspend the Site, indefinitely suspend the Site or seek legal action against the User if:

- the User breaches this Agreement or the documents it incorporates by reference (including but not limited to standard web based Privacy Policies)
- CCM are unable to verify or authenticate any information the User provides to CCM or any third parties accessible through the Site; and
- CCM believe that the User's actions may cause legal liability for the User or CCM.

7. Privacy

By accessing the site and/or providing CCM with Your Information, the User agrees that other Users may make statements about the User's views, opinions or services which the User regard as untrue. In any such case, if the User contacts CCM, giving full details, CCM will conduct a brief investigation and may remove the offending statement. Whether or not the statement in question is removed, the User hereby waives any right it might otherwise have against CCM in connection with such statements. The User accepts that CCM will make reasonable efforts in removing such statements and it is not practicable to conduct full, detailed, investigations.

8. No Warranty

The Site including, without limitation, its contents, functionality, performance and features are provided on an "as available basis" at the User's sole risk and without representations or warranties of any kind and to the full extent permitted by law. CCM and other parties involved in creating, producing or delivering the Site expressly exclude all warranties, conditions or terms express or implied, statutory or otherwise including without limitation any warranty as to satisfactory quality or any warranty or commitment that access or use will be uninterrupted or error free.

9. Liability Limit

9.1 Nothing in this agreement is intended to limit or exclude any liability on the part of CCM where and to the extent that applicable law prohibits such exclusion or limitation.

9.2 Subject to the above statement, in no event shall CCM be liable for any: lost profits; lost sales; lost business; lost opportunity; lost information; lost anticipated

savings; or special, indirect or consequential damages (however arising, including as a result of negligence) arising out of or in connection with this agreement.

9.3 Accordingly subject to clause 9.1, the User agrees not to bring a claim of any nature against CCM in relation the use of or access to the Site, except where such a claim cannot be excluded by law. The User acknowledges and agrees that CCM will have the right (subject to the discretion of the Court) to a stay of proceeding if the User brings any claim against CCM in breach of the foregoing.

10. Indemnity

The User agrees to indemnify, defend and hold harmless CCM and its subsidiaries, affiliates, officers, directors, agents, and employees, from and against any claim, demand, liability, cost, damage or lost it may incur, including legal fees, made by any third party due to or arising out of its breach of this Agreement or the documents it incorporates by reference, or its violation of any law or the rights of a third party.

11. Legal Compliance

15.1 The User shall comply with all applicable laws, statutes, ordinances and regulations regarding its use of the Site.

12. No Agency

12.1 The User agrees that it and CCM are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

12.2 Any third parties, companies, or entities displayed on this Site are to be considered as having an independent contractor relationship with CCM and in no way are they to be considered as having Agency, partnership, joint venture, employee-employer, or franchisor-franchisee ties with CCM, unless specifically stated on the Site.

13. Notices

All notices required to be served on CCM shall be sent to the E-mail address stated in clause 1.

14. Arbitration

Any controversy or claim arising out of or relating to this Agreement or CCM's Services shall be settled by an arbitration tribunal designated by CCM. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Switzerland, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either the User or CCM may seek any interim or preliminary relief from a court of competent jurisdiction in Switzerland necessary to protect the rights or property of the User or CCM pending the completion of arbitration.

15. Intellectual Property

15.1 the User acknowledges that the ownership in any intellectual property rights (including, for the avoidance of doubt, patents, copyright, rights in databases, trade marks and trade names) in the Site belongs to CCM or the third parties displayed on the Site. Accordingly, any part of this Site (or its source HTML code) may not be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilising this Site, meaning that the User may only display it on its computer screen and print it out on its printer for the sole purpose of viewing its content.

15.2 Copyright and all other intellectual property rights subsisting in each and every piece of information provided on the Site is owned by CCM or the third party providers of such information. The User may use information retrieved from the Site only for the purposes of information viewing.

15.3 CCM reserves the right in accordance with the license granted under clause 4.3 to license and republish the material contributed by the User. Any work republished will be with proper attribution to the author.

15.4 No person other than the rightful owner or licensee of any copyright and other intellectual property rights may:

15.4.1 distribute, modify, transmit, re-use, re-post, or use any or all of the information on this Site for any purpose other than as set out above nor for public or commercial purposes without CCM's or the relevant third party's prior written permission;

15.4.2 provide hypertext links, URL Links, graphic links, hyperlinks or other direct connection for profit or gain to the CCM Site without CCM's or the relevant third party's prior written permission;

15.4.3 display, publish, copy, print, post or otherwise use the CCM Site and the information contained therein for the benefit of any other website without CCM's or the relevant third party's prior written permission;

15.4.4 process or otherwise use the information contained on or within the CCM Site for any illegal or immoral purpose nor use or process the same unfairly.

15.5 the User agrees and accepts that CCM may publish or otherwise distribute Your Information and the User therefore grants to CCM an irrevocable, perpetual, non-exclusive right and license to publish the Information and all content contained therein on or within the Site, on any other media whatsoever and in its own advertising and promotion.

15.6 the User therefore hereby undertakes to CCM to indemnify and hold harmless CCM in full and defend at its own expense CCM against all claims, liabilities, costs and losses whatsoever and howsoever incurred by CCM its servants or nominees arising out of any claim made against it in any jurisdiction in the world for

infringement of any intellectual property rights of any third party caused by the User's use of the Site and Your Information.

15.7 CCM and digitalentertainment.biz are trade names or trade marks of CCM, the use of which is expressly forbidden by any other persons without the express permission of CCM.

15.8 CCM makes no warranty or representation in respect of any other trade mark or trading name, symbol or device, all of which are hereby acknowledged. If the User has any questions in relation to the use of any marks contained within the CCM Site please contact CCM at the E-Mail address available under clause 1 of this agreement.

16. Intellectual Property Infringement

16.1 Users might share messages and information that they have electronically copied from other sources. As there are many thousands of possible sources spread out across the Internet, ranging from newspapers to scientific journals to bulletin boards, it is impossible for CCM to know if information posted on its Site infringes a third party's intellectual property right and to what degree.

16.2 If the User believes that its intellectual property right has been infringed, it is the User's obligation to notify CCM immediately. CCM accepts no liability for copyright infringement by any of its Users though CCM will endeavour to protect any rights owner displayed on its Site through appropriate action should any infringement come to light.

17. General

17.1 This Agreement shall be governed in all respects by the laws of Switzerland as if the Agreement was a contract wholly entered into and wholly performed within Switzerland.

17.2 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out of these Terms and Conditions and the remaining provisions shall remain in force. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. CCM's failure to act with respect to a breach by a User or others does not waive our right to act with respect to subsequent or similar breaches.

17.3 The laws of a User's country may be different from those of England and Wales in numerous respects. There is no practical way for CCM to monitor the laws of every country in detail. Please do not assume that you are allowed to do what other Users do. The User accepts sole responsibility for the legality of its actions under laws applying to it.

17.4 CCM does not accept any obligation to protect the User from any unsafe merchandise, products or services that may be offered on the Site. Please do not assume that such items offered will be harmless to people or property.

17.5 These rules are in addition to all others contained in the agreement. The User is responsible for checking that its activities are all lawful according to the local laws in its country. If the User and any other party is based in the European Union and enter into a transaction agreement of any kind through the site then the seller's local law will govern further dealings as to shipment, payment etc. - unless both explicitly agree otherwise.

17.6 Note however, that the User's country (and/or that of any User you deal with) may have some laws, which apply regardless of what the User agrees with CCM (now) or with the other User (later).