



User Generated Content Policy

Last updated March 2019

Please read this User Generated Content Policy carefully before you submit UGC to our Website, as this policy and our Website Terms of Use will apply to your use of our Website and the UGC you submit to it or them. We recommend that you print a copy of this for future reference. By using our Website and submitting UGC to our Website, you confirm that you accept this User Generated Content Policy, our Privacy and Cookie Policy and our Website Terms of Use, and that you agree to comply with them. If you do not agree to these terms and policies, you must not use our Website or submit UGC to (or via) it (or them). Capitalised but undefined words in this User Generated Content Policy shall have the meanings ascribed to them in our Website Terms of Use.

1. Your UGC

- 1.1 All content submitted to our Website by you (or on your behalf) via your User account (or other social media account, if applicable), including without limitation, your name, biographical information and all other names, usernames, pseudonyms, text, likenesses, graphics, logos, marks, images, photographs, code, and all other information and material shall be called your "**UGC**" for short.
- 1.2 You agree to submit UGC to the Website in accordance with the following rules (in particular, the Legal Standards and the Community Guidelines, as those terms are defined below). Please use caution and common sense when submitting UGC to the Website.
- 1.3 Publication of your UGC will be at our sole discretion and we are entitled to make additions or deletions to your UGC prior to publication, after publication or to refuse publication.
- 1.4 Please note, any UGC you submit to our Website will be considered non-confidential and non-proprietary.

2. Rights, permissions & waivers

- 2.1 You hereby grant to FroHub Limited (t/a FroHub) a non-exclusive, perpetual, irrevocable, transferable, royalty-free licence (including full rights to sub-license) to use, reproduce and publish your UGC (including, without limitation, the right to adapt, alter, amend or change your UGC) in any media or format (whether known now or invented in the future) throughout the world without restriction.
- 2.2 You warrant, represent and undertake to us that all UGC you submit is your own work or that you have obtained all necessary rights and permissions of the relevant owner of the work and that you have all relevant rights in your UGC to enable you to grant the rights and permissions in this clause 2.
- 2.3 Where your UGC contains images of people or names or identifies individuals, you warrant, represent and undertake to us as follows:
 - (a) that all featured or identified individuals that are over the age of 18 and have expressly consented to their appearance in the UGC and to you submitting the UGC to our Website, and
 - (b) where featured or identified individuals are under the age of 18, that you either:
 - (i) are the parent or legal guardian or such featured or identified individuals, or



- (ii) have obtained the express consent from a parent or legal guardian of such featured or identified individuals to their appearance in the UGC and to you submitting the UGC to our Website.

2.4 You hereby unconditionally and irrevocably waive and agree not to assert (or procure the same from any third party where applicable) any and all moral rights and any other similar rights and all right of publicity and privacy in any country in the world in connection with your UGC, to the maximum extent permissible by law.

3. Content standards – legal standards

3.1 You warrant, represent and undertake to us that your UGC (including its use, publication and/or exploitation by us) shall not:

- (a) infringe the copyrights or database rights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any other person or entity; and/or
- (b) contain any material which is defamatory of any person; and/or
- (c) contain misleading or deceptive statements or omissions or misrepresentation as to your identity (for example, by impersonating another person) or your affiliation with any person or entity; and/or
- (d) breach any legal or fiduciary duty owed to a third party, such as a contractual duty or a duty of confidence; and/or
- (e) advocate, promote, or assist discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and/or
- (f) contain any malicious code, such as viruses, worms, Trojan horses or other potentially harmful programmes, codes or material; and/or
- (g) violate any other applicable law, statute, ordinance, rule or regulation, (together, or individually the "**Legal Standards**").

3.2 If your UGC contains any material that is not owned by or licensed to you and/or which is subject to third party rights, you are responsible for obtaining, prior to submission of your UGC, all releases, consents and/or licenses necessary to permit use and exploitation of your UGC by us without additional compensation. Please see clause 2 above for further details.

4. Content standards – community guidelines

4.1 You warrant, represent and undertake to us that your UGC:

- (a) is accurate, where it states facts; and/or
- (b) is genuinely held, where it states opinions (for example, in product or services reviews).

4.2 You further warrant, represent and undertake to us that your UGC (including its use, publication and/or exploitation by us) shall not contain any material which:

- (a) is obscene, hateful, inflammatory, offensive or in any other way falls below commonly accepted standards of taste and decency in the UK; and/or
- (b) is reasonably likely to harass, upset, embarrass or alarm a person (including, by way of example only, so called "trolling" or cyber-bullying); and/or
- (c) is threatening, abusive or invades another's privacy, or causes annoyance, inconvenience or anxiety; and/or
- (d) is sexually explicit; and/or
- (e) advocates, promotes, assists or depicts violence; and/or



- (f) advocates, promotes or assists any illegal activity or unlawful act or omission; and/or
- (g) could be deemed to be unsolicited or unauthorised advertising, promotional material, junk mail, or spam (including without limitation chain letters, pyramid schemes or other forms of solicitation or advertisements, commercial or otherwise); and/or
- (h) gives the impression that it emanates from FroHub or is endorsed or connected with us, if this is not the case,
(together, or individually the "**Community Guidelines**").

5. Consequences of breach

- 5.1 We will determine, in our discretion, whether you have failed to comply with this UGC Policy when submitting UGC to our Website. If you have failed to comply, we reserve the right in our sole discretion to suspend you from using the Website without notice to you and/or to edit or remove (in whole or part) any of your UGC from our Website on a temporary or permanent basis.
- 5.2 Notwithstanding clause 5.1 above, if you or your UGC does not comply with this UGC Policy, and as a result of this, we suffer any loss or damage, you will be liable to us and hereby agree to indemnify us for any such loss or damage. This means that you will be responsible for any loss or damage we suffer as a result of your failure to comply with this UGC Policy, including but not limited to our Legal Standards and/or Community Guidelines.
- 5.3 We also reserve the right:
 - (a) to pass on any UGC that gives us concern to the relevant authorities; and
 - (b) to disclose your identity to any third party (or their professional advisor) who claims that any of your UGC constitutes a violation of their intellectual property rights, or of their right to privacy.

6. Changes to this UGC Policy

- 6.1 We may change this UGC Policy from time to time, in which case an up to date version will be available via the Website. You should check this UGC Policy regularly to ensure that you are happy with any changes. You will be deemed to have accepted any changes to this UGC Policy after you have been notified of the changes on our Website and/ or if you continue to access or use the Website, where the updated UGC Policy will be available for you to view.