

## 1. These Terms

Welcome to Sam FM. By accessing our website, ("The Website"), you ("The User") are agreeing to abide by these terms and conditions (Terms) which will govern your usage of (1) The Website and (2) any of the apps ("Apps") available for use on any Mobile Device. These Terms are effective from 02<sup>nd</sup> January 2016 and form a legally binding agreement between you ("The User") and Sam FM ("The Company"). By using The Website or Apps, you ("The User") agree to be legally bound by these Terms, which take effect immediately on the first use of The Website, Apps, when you ("The User") register your details with us and/or subscribe for email or online services or send us an email. If you ("The User") do not agree to all of the following terms and conditions written in these Terms please do not use and/or access The Website.

For the purpose of these Terms "Mobile Device" includes a Smartphone or other mobile or handheld device (such as a tablet) with an open operating system capable of exchanging data via 3G, 4G or wirelessly over a computer network (for example Apple OS iPhones, iPads, Kindle, Kindle Fire, Android OS phones tablets and Symbian OS phones and tablet devices).

For the purpose of these Terms the definitions of the languages used and how they will be referred to hereafter are defined below.

*"Terms"* means these Terms of Use, our Cookie and Privacy Policy and any documents referred to within these documents

*"The Company"* means Sam FM.

*"The Website"* means all of the websites and web pages owned by Sam FM and used for the online presence of Sam FM.

*"Apps"* means any of the apps available to access content created or owned by Sam FM.

*"Mobile Device"* means a Smartphone or any other mobile or handheld device (such as a tablet) with an operating system ("OS") that is capable of exchanging data over a computer network wirelessly or via a 3G or 4G connection (for example Apple iPhones, iPads, Android Smartphones, Android Tablets, Amazon Kindle and Kindle Fire tablets), that is used to access content created or owned by Sam FM.

*"Device"* means any device or means of viewing The Website and its content, including but not limited to desktop, laptop or other mobile web browser, digital television, mobile device (as defined above), automobile-based personal computer and any other technology whether known at the time of writing the Terms or developed in the future.

*"Content"* means any of the data, images, layout, text, adverts, details, information, photographs, graphics, logos, files, audio material, static images, film or other moving images, software published or otherwise available on or via The Website (including anything available for download).

*"Including"* and its derivations mean including, without limitation.

*“Material”* means any, all or part of any of the data, images, layout, text, adverts, details, information, photographs, graphics, logos, files, audio material, static images, film or other moving images.

*“Post”* and its derivations mean publish, upload, distribute and/or transmit.

*“User”* means anyone who has an account on The Website, is an advertiser who posts content to The Website either directly or indirectly, or and one who views or accesses The Website via any device.

*“Services”* means any or all of the services provided by The Company on any of its Websites.

These Terms apply regardless of whatever method of viewing, accessing or using the Content or Services provided by The Company.

## **2. Changes to these Terms**

We reserve the right to make changes to these Terms at our discretion. Please check these Terms regularly as any changes made to these Terms are effective immediately upon uploading to The Website, and your continued use of The Website will be deemed as acceptance of the changes and an agreement of the new or amended Terms.

## **3. About us and our business**

The Website is operated by or on behalf of Sam FM. We are a company registered in Narberth with the company registration number 3703005. Our registered office address is 14 The Old School Estate, Station Road, Narberth, Dyfed, SA67 7DU and our VAT number is 904 4423 50. You can contact us by telephone at +441656 347 060.

## **4. Registration**

Access to our Services and to some elements or functions of The Website is restricted to Users who have registered their details with us. If you have a password for your registration with us, you shall not disclose it or share it to any third party, nor will you allow any third party to use your password to access The Website services or functions otherwise unavailable to them or restricted for registered users. We reserve the right to refuse, remove or suspend your registration with The Website at any time.

## **5. Intellectual Property**

We are the owner and/or licensee of all intellectual property rights in the Apps, The Website and the Content. Subject to these Terms, we grant Users a limited, revocable, temporary and non-exclusive licence to view, access, use and browse the Apps, The Website and its Content, in accordance with section 6 of the Terms.

## 6. Access and use of the Site

You may use the Site for personal non-commercial use only. You may only download and print extracts of the Content for your own personal non-commercial use.

Users are permitted to use the Apps and The Website for personal non-commercial use only unless given express permission by The Company to do so. You may only download or copy extracts of our Content for your own personal non-commercial use.

You may not:

- (1) Download or copy any Content in any manner so as to collate a database in electronic or paper form of all or part of the Content from The Website; nor
- (2) Reproduce, modify, distribute, upload, republish, store, archive or commercially manipulate our Content without our prior written consent; nor
- (3) Adapt, change or recreate derivative versions of our Content: nor
- (4) Copy or extract data from the Apps, The Website or its Content by means of scrapes, spiders, robots, crawlers or any other automatic or manual process used to methodically extract or collate or copy web content.

Any use of The Website in a manner that infringes on the Terms is prohibited without an appropriate form of consent from The Company and/or an appropriate licence to do so.

Please contact us at [marketing@nationdigital.wales](mailto:marketing@nationdigital.wales) or 01834 869 292 should you wish to use any Content from The Website.

At all times when utilising the Apps or The Website, either in viewing content, browsing, making use of the Services, or registering for use of The Website, you must do so in a lawful and legitimate manner and without infringing or inhibiting on anyone else's rights to use or enjoy The Website. In particular, you must not Post any Material or Content or use The Website in a manner which is fraudulent, illegal, forged or inaccurate, deceptive, misleading, indecent, offensive, derogatory, abusive or in breach of any third party rights (including intellectual property rights).

At any time and at our own discretion, we may issue warnings, limit or terminate User access to The Website and our Services either temporarily or permanently, remove hosted content and take legal and/or technical steps to remove Users off The Website if we deem their use to infringe upon these Terms, if they are creating problems, harassing staff members or other Users of The Website and infringing upon the rights of third parties to the fullest extent permitted by law. The Company, its directors, employees and other representatives have no liability to any Users whatsoever for any loss or damage arising as a result of such removal, deleting or editing or any restriction to any and all Users use of The Website, Services or passwords. Whether The Company decides to remove, edit, delete or restrict any hosted content or not, The Company, its directors, employees and other representatives have no obligation to monitor the information Posted or stored on The Website or our Services and Apps and accept no liability for any unauthorised and unlawful Content or Material on the Apps, The Website or by the Users of The Website.

## **7. Submission of Materials**

If you submit any materials to us, you are agreeing:

- (1) to permit us a royalty free, worldwide, continuous license to use, copy, supply, transmit, broadcast, distribute, document, record, store, alter, edit, adapt, create by-products of, implement publicity and copyright rights in relation to such material in any manner (including concepts, ideas or plans) and in any format and/or media;
- (2) to any moral rights in the material submitted;
- (3) that we may release your identity to any third party making any allegation of any kind against or in relation to your material;
- (4) that we may monitor your use of The Website and any means of communication made on or via The Website;
- (5) it is your own original and unique works, and that you own the copyright and any/all other relevant rights to the material;
- (6) it is not fraudulent, illegal, forged or inaccurate, deceptive, misleading, indecent, offensive, derogatory, abusive, intimidating, in breach of any intellectual property right (including, but not limited to, copyright) or in breach of or violating any applicable laws or regulations, and you shall continually indemnify The Company against any third party liabilities, accusations, costs losses or damages incurred by the outcome of publishing, broadcasting or uploading any material submitted to us by you, including consequential losses.

We may implement our rights in relation to submitted material at our own absolute discretion and choose to broadcast and/or publish or not broadcast and/or publish any material submitted to us by you.

The Company, its directors, employees and other representatives accept no liability for any material or content uploaded or submitted by you or other Users or third parties. We have no obligation nor do we monitor or inspect any material or content that you or other Users and third parties have uploaded or submitted to The Website, however we reserve the right to delete, remove or restrict content at any time without prior reason or notice or liability any material or content uploaded or submitted by you or other Users or third parties.

## **8. Data Protection and Privacy**

Full details on how we use cookies and how we hold and administer information from which we may identify our Users or any third party can be found in our Privacy and Cookie Policy section on The Website.

## **9. E-commerce**

Our online sales and e-commerce services available via The Website are provided by us as an agent for third party suppliers. Where we are acting as a supplier for a third party the following conditions apply:

- (1) the contract will be directly between you and the third party for the services or goods in question. In the majority of instances, this will mean that there will be separate terms and

conditions to govern the contract due to each third party supplier having its own terms and conditions relative to the services or goods in question.

- (2) we have no contractual liability to you in respect of any services or goods provided to you by a third party supplier. However we may be liable to you if we have been careless or neglectful, if we have misrepresented important information or if we have been in breach of any other relevant law.

## **10. Third party links**

Parts of The Website contain or may contain at any time image or hypertext links to third party websites. If you decide to use these links to access any of the third party websites, you do so at your own risk, and any resulting consequences are your own responsibility and The Company accepts no liability for, nor do we endorse in any way such third parties or their content.

## **11. Advertising and Sponsorship**

Parts of The Website contain or may contain at any time advertising and sponsorship. It is solely the responsibility of the advertisers and sponsors to ensure that any and all material submitted to be included on The Website fulfils observes and complies with all legal and regulatory requirements and does not contain any material which is fraudulent, illegal, forged or inaccurate, deceptive, misleading, indecent, offensive, derogatory, abusive, intimidating, in breach of any intellectual property right (including, but not limited to, copyright). We are not responsible for any such material or any inaccuracy, error, misleading, offensive or copyright infringing content in any such material and any complaints or issues which you may have should be put forward directly to the relevant advertiser or sponsor.

## **12. Promotions and Competitions**

At any time we may run promotions and/or competitions on The Website. Any promotions and/or competitions will be subject to additional terms and conditions which will be available to you at a relevant time.

## **13. Indemnity**

You will indemnify and will keep indemnified Sam FM and its data providers and associates or partners on request against all claims, charges, costs, dealings, proceedings, requirements, losses, damages, expenditures (including legal expenses) or liability whatsoever as a result of either directly or indirectly:

- (1) any violation of these Terms by you; or
- (2) your fault, disregard, negligence or violation of statutory duty; or

(3) your usage of robots, scrapes, spiders, robots, crawlers or any other automatic or manual process used to methodically extract or collate or copy web content that puts excessive or unreasonable problems or load on our organisation or that of any of our Suppliers.

#### **14. General**

Any legal or contractual relationship between you and The Company will be concluded in English.

All correspondences shall be by email to us at [data-protection@nationbroadcasting.wales](mailto:data-protection@nationbroadcasting.wales) or, to you at either the email or postal address (if for any reason no functioning email is provided) that you provide upon registration (if any). A correspondence will be considered received after 24 hours of sending the email or 3 days after the date of postage.

These Terms (and any variants of them according to section 2) document the entire agreement between the parties in regards to your browsing of, access to and/or use of The Website and/or the Apps and take place of any and all prior contracts, arrangements and statements made between us (whether confirmed in writing or orally) in relation to The Website.

The usage licence granted to you as stated in section 5 is specific to you and may not be allocated by you, transferred or sub-licensed (in whole or in part) without our prior written confirmation and consent to do so.

No part of these Terms is intended to nor shall it function as a means to affiliate or represent a joint venture or partnership between you and The Company in any way and gives no permissions to either you or The Company to act as an agent for the other, nor the permission to act on behalf of or in the name of the other and in no way bind the other (including but not limited to manufacturing any form of representation or warranty, the assumption of any responsibility, obligation or liability and the implementation of any right or power).

If at any time any part of these Terms is or becomes void, invalid, inapplicable or unenforceable by any means or for any reason the relevant part shall to the extent required be severed from these Terms and made ineffective as much as is possible without adapting the remaining provisions of these Terms and shall affect in no way the validity or enforceability of the remaining provisions.

No relinquishment of any breach of these Terms by The Company shall represent a relinquishment of any other prior or following breach and The Company shall not be affected by any delay, inadvertence or failure to state or express leniency or forbearance in regards of any of your obligations.

The rights and remedies of The Company governed by these Terms are unbiased, cumulative and not influenced by or prejudice to its rights under the law.

These Terms are not meant to and nor shall they establish any rights, entitlements, privileges, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

These Terms and/or the use of The Website by any User shall be regulated by and interpreted in accordance with English Law and the English Courts shall have sole authority and jurisdiction over any disagreement or dispute which may occur.