

TERMS AND CONDITIONS WEBSITE

By using this site (the “Site”), you (“you” or the “End User”) agree to the terms and conditions that we (“BODY WORLDS London”) have provided. If you do not wish to agree to these terms and conditions (the “Terms of Use” or “Agreement”), please refrain from using the Site.

TERMS OF USE

1. General.

The Site provides an interactive online service operated by BWLON Experience Ltd.Inc. on the World Wide Web of the Internet (the “Web”), consisting of information services, content and transaction capabilities facilitated through BODY WORLDS London, affiliates of BODY WORLDS London or merchants (“Merchants”).

This Agreement sets forth the terms and conditions that apply to the use of this Site by the End User. By using this Site (other than to read this Agreement for the first time), End User agrees to comply with all of the terms and conditions hereof. The right to use this Site is personal to End User and is not transferable to any other person or entity. End User shall be responsible for protecting the confidentiality of End User’s password(s), if any. End User acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of BODY WORLDS London, and BODY WORLDS London shall not be responsible for any data lost while transmitting information on the Internet. While it is BODY WORLDS London’s objective is to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of BODY WORLDS London, access to the Site may be interrupted, suspended or terminated from time to time.

BODY WORLDS London shall have the right at any time to change or discontinue any aspect or feature of the Site, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, BODY WORLDS London may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

You represent that you are of legal age to form a binding contract. You must be at least 18 years old to be eligible to use the Site. However, if you are at least 13 years old but not yet 18, you may use the Site in conjunction with your parent or guardian who agrees to this Agreement. No one under age 13 may use the Site.

2. Modified Terms.

BODY WORLDS London reserves the right at all times to discontinue or modify any of our Terms of Use and/or our Privacy Policy as we deem necessary or desirable. Such changes may include, among other things, the adding of certain fees or charges. If BODY WORLDS London makes any substantial changes, we will notify you by sending you an e-mail to the e-mail address that is registered with your account and/or by posting notice of the change on the Site. Any changes to these Terms of Use will be effective upon the earlier of our dispatch of an e-mail notice to you or our posting of notice of the changes on our Site, provided that these changes will not apply to purchases made prior to the effective date of such changes. These changes will be effective immediately for new users of our Site and any subsequent purchases by such new users. We suggest to you, therefore, that you re-read this important notice containing our Terms of Use and Privacy Policy from time to time in order that you stay informed as to any such changes. Any use of the Site by End User after such notice shall be deemed to constitute acceptance by End User of such modifications.

3. Equipment.

End User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Site and all charges related thereto. BODY WORLDS London shall not be liable for any damages to the End User's equipment resulting from the use of this Site.

4. End User Conduct.

This Site and any individual sites, eg city-specific sites now or hereinafter contained within or otherwise available through external hyperlinks with our Site (the "Microsites") are private property. All interactions on this Site and/or the Microsites must comply with these Terms of Use. Although we welcome and encourage user interaction on our Site, we do insist and require that all end users restrict any and all activity in connection with the use of this Site and the Microsites to that which involves lawful purposes only. End User shall not post or transmit through this Site any material which violates or infringes in any way upon the rights of others, or any material which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without BODY WORLDS London's express prior, written approval, contains advertising or any solicitation with respect to products or services. Any conduct by an End User that in BODY WORLDS London's exclusive discretion restricts or inhibits any other End User from using or enjoying this Site and/or any of the Microsites is strictly prohibited. End User shall not use this Site or any of the Microsites to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Site and/or the Microsites to become users of other on- or offline services directly or indirectly competitive or potentially competitive with BODY WORLDS London.

The foregoing provisions of this Section 4 apply equally to and are for the benefit of BODY WORLDS London, its subsidiaries, affiliates, Merchants and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

5. Copyright and Trademarks.

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The foregoing provisions of Section 5 apply equally to and are for the benefit of BODY WORLDS London, its subsidiaries, affiliates, Merchants and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. Copyright Policy.

BODY WORLDS London reserves the right to terminate its agreement with any End User who repeatedly infringes third-party copyright rights upon prompt notification to BODY WORLDS London by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that a copyrighted work has been copied and posted via the Site or any Microsite in a way that constitutes copyright infringement, you shall provide BODY WORLDS London with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location on the Site or any Microsite of the copyrighted work that you claim has been infringed; (c) a written statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) your name and contact information, such as telephone number or e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for BODY WORLDS London's Copyright Agent for notice of claims of copyright infringement is as follows:

by email to info@bodyworlds.co.uk by post to BWLON Experience Ltd., London Pavilion, 1 Piccadilly Circus, London W1J 0DA, United Kingdom.

7. Disclaimer of Warranty.

END USER EXPRESSLY AGREES THAT USE OF THIS SITE AND THE MICROSITES IS AT END USER'S SOLE RISK. NEITHER BODY WORLDS London, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE OR ANY MICROSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SITE, OR ANY MICROSITE, OR (II) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR VOUCHERS PROVIDED THROUGH THIS SITE OR THE MICROSITES.

THIS SITE AND THE MICROSITES ARE MADE ACCESSIBLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. BODY WORLDS London HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability.

IN NO EVENT SHALL BODY WORLDS London, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. IN NO EVENT WILL BODY WORLDS London]'S LIABILITY IN CONNECTION WITH A BODY WORLDS London EXCEED THE AMOUNTS PAID FOR SUCH BODY WORLDS London, AND TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY END USER DURING THE SIX MONTHS PRECEDING THE BRINGING OF ANY CLAIM.

9. Monitoring.

BODY WORLDS London shall have the right, but not the obligation, to monitor the content of the Site and any Microsites at all times, including any chat rooms and forums that may hereinafter be included as part of the Site, to determine compliance with this Agreement and any operating rules established by BODY WORLDS London, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, BODY WORLDS London shall have the right, but not the obligation, to remove any material that BODY WORLDS London, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

10. Privacy.

End User acknowledges that all discussion for ratings, comments, bulletin board service, chat rooms and/or other message or communication facilities (collectively "Communities") are public and not private communications, and that, therefore, others may read End User's communications without End User's knowledge. If particular web pages permit the submission of communications that will be treated by BODY WORLDS London as confidential, that fact will be stated on those pages. By posting comments, messages or other information on the Site or any Microsite, End User grants BODY WORLDS London the right to use such comments, messages or information for promotions, advertising, market research or any other lawful purpose without territorial, time or other limitation. For more information see BODY WORLDS London's Privacy Policy.

11. License Grant.

By posting communications on or through this Site or any Microsite, End User shall be deemed to have granted to BODY WORLDS London a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights through multiple tiers of sublicensees.

12. Indemnification/Release.

End User agrees to defend, indemnify and hold harmless BODY WORLDS London, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including legal fees, arising out of or related to any products or services purchased by End User in connection with the Site or any Microsites.

13. Termination.

BODY WORLDS London may terminate this Agreement at any time. Without limiting the foregoing, BODY WORLDS London shall have the right to immediately terminate or suspend any passwords or accounts of End User in the event of any conduct by End User or which BODY WORLDS London, in its sole discretion, considers to be unacceptable, or in the event of any breach by End User of this Agreement. The provisions of Sections 2, 4, 5, 6, 7, 10, 11, and 12 will survive termination of this Agreement.”

14. Trademarks.

BODY WORLDS London is a trademark of BODY WORLDS London, Inc. All rights in respect of this trademark are hereby expressly reserved. Unless otherwise indicated, all other trademarks appearing on BODY WORLDS London are the property of their respective owners.

15. Third-Party Content.

BODY WORLDS London may contain links to third-party websites maintained by other content providers. These links are provided solely as a convenience to you and not as an endorsement by BODY WORLDS London of the contents on such third-party sites, and BODY WORLDS London hereby expressly disclaims any representations regarding the content or accuracy of materials on such third-party websites. If End User decides to access linked third-party websites, End User does so at its own risk. Unless you have executed a written agreement with BODY WORLDS London expressly permitting you to do so, you may not provide a hyperlink to the Site or any Microsite from any other website. BODY WORLDS London reserves the right to revoke its consent to any link at any time in its sole discretion.

16. Miscellaneous.

This Agreement, including the Terms of Sale (which are incorporated into this Agreement), and any operating rules for BODY WORLDS London established by BODY WORLDS London, constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.
