



## Terms Of Use

### 1. Your Acceptance

A. By using and/or visiting this website (collectively, including all content and functionality available through the [www.dirthub.co.uk](http://www.dirthub.co.uk) domain name, the "Dirt Hub Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Use"), (2) Dirt Hub's privacy notice, found at <http://www.dirthub.co.uk/DIRTHUBPRIVACY.pdf> and incorporated here by reference. If you do not agree to any of these terms, or the Dirt Hub privacy notice, please do not use the Dirt Hub Website.

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C. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of Dirt Hub or any activities conducted on Dirt Hub; (iii) bypass any measures we may use to prevent or restrict access to Dirt Hub (or other accounts, computer systems or networks connected to Dirt Hub); (iv) run any form of auto-responder or "spam" on Dirt Hub; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any web pages associated with Dirt Hub, or any third party web pages accessed through Dirt Hub; (vi) harvest or scrape any Content from Dirt Hub; or (vii) otherwise take any action in violation of our guidelines and policies.

### 2. Warranty Disclaimer

You agree that your use of the Dirt Hub Website shall be at your sole risk. To the fullest extent permitted by law, Dirt Hub, its officers, directors, employees, and agents disclaim all warranties, expressed or implied, in connection with the website and your use thereof. Dirt Hub makes no warranties or representations about the accuracy or completeness of this site's content or the content of any sites linked to this site and assumes no liability or

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### **3. Limitation of Liability**

In no event shall Dirt Hub, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (1) errors, mistakes, or inaccuracies of content, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from our website, (5) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our website by any third party, and/or (6) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Dirt Hub website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Dirt Hub shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

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### **4. Ability to Accept Terms of Use**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

### **Indemnity**

You agree to defend, indemnify and hold harmless Dirt Hub, its parent company, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to Solicitors fees) arising from: (i) your use of and access to the Dirt Hub Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Dirt Hub Website.