

BRIEFCASE.NEWS – ACCEPTABLE USE POLICY

This Acceptable Use Policy tells you the rules for using and accessing www.briefcase.news (including any websites that automatically resolve to this website) (the “Website”) and the Briefcase.news mobile application (the “App”) and any content made available through our alerts (the “Alerts”).

Your use of and access to the Website, App and Alerts means that you accept, and agree to abide by, all the terms in this Acceptable Use Policy. If you do not agree to this Acceptable Use Policy, you must not use or access the Website, download the App or access the Alerts.

The Website, App and Alerts are operated by us. We are Briefcase.news Limited, a company registered in England and Wales under registration number 08811304 with our registered office at 85 Fleet Street, London, EC4Y 1AE. Our registered VAT number is 843455617.

You may contact us by telephoning our customer service team on 020 7353 4200 or by writing to us at support@briefcase.news or 85 Fleet Street, London EC4Y 1AE.

We recommend that you print a copy of these terms for future reference.

1. Prohibited uses

- 1.1. You shall not use the Website, App or Alerts:
 - 1.1.1. in any way that breaches any applicable local, national or international law or regulation;
 - 1.1.2. in any way that has any unlawful, malicious or fraudulent purpose or effect;
 - 1.1.3. for the purpose of harming or attempting to harm minors or vulnerable people in any way;
 - 1.1.4. to transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Website, the App, the Alerts or any Briefcase.news content;
 - 1.1.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 1.1.6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation or security of Briefcase.news or any computer software or hardware; or
 - 1.1.7. to infringe our intellectual property rights or those of any third party.
- 1.2. You also agree not to access without authority, interfere with, damage or disrupt:
 - 1.2.1. any part of the Website or App;
 - 1.2.2. any equipment or network on which the Website or App is stored;
 - 1.2.3. any software used in the provision of the Website or App; or
 - 1.2.4. any equipment or network or software owned or used by any third party.

2. There are other terms that may apply to you

- 2.1. This Acceptable Use Policy refers to our **Privacy and Cookies Policy**, which also applies to your use of the Website and App. The Privacy and Cookies Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. It also provides you with information on how we use cookies on the Website and App.
- 2.2. If you are a consumer and purchase a subscription to Briefcase.news Briefings through the Website or App, our **Consumer Terms and Conditions** will apply.
- 2.3. The ways in which you can use the App may also be controlled by rules and policies of Apple iTunes and these rules and policies may apply instead of these terms where there are differences between the two. Please ensure that you read the rules and policies of Apple iTunes carefully before using or downloading the App.

3. We may make changes to the Website, App and Alerts

- 3.1. We may update or change the Website, App and Alerts from time to time; for example, to reflect changes to our products and services, improve performance, enhance functionality, address security issues, our users' needs and/or our business priorities.
- 3.2. If you choose not to install updates, or if you opt out of automatic updates, for the App, you may not be able to continue to use the App or access Briefcase.news content.

4. We may suspend or withdraw the Website, App and Alerts

- 4.1. We do not guarantee that the Website, the App, or any content available on either, or the Alerts will always be available or access uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website, the App and Alerts at any time for business and operational reasons.
- 4.2. You are also responsible for ensuring that all persons who access the Website, the App and the Alerts through your internet connection are aware of this Acceptable Use Policy and other applicable terms and conditions, and that they comply with them.

5. The Website, App and Alerts are only for users in the UK

- 5.1. The Website, App and Alerts are directed at individuals habitually resident in the United Kingdom. We cannot confirm that content available on or through the Website, App and Alerts are appropriate for use or available in other locations outside of the UK.

6. You must keep your account details safe

- 6.1. If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 6.2. We have the right to disable any access to the Website or App or your password or provision of Alerts, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this Acceptable Use Policy.
- 6.3. If you know or suspect that anyone other than you is using your account details, you must promptly notify us at 020 7353 4200 or by writing to us at support@briefcase.news or 85 Fleet Street, London EC4Y 1AE.

7. How you may use material on or through the Website, App or Alerts

- 7.1. You must not use any part of the content on the Website or App or through the Alerts without obtaining a licence to do so from us or our licensors.
- 7.2. If you print off, reproduce (or copy, publish, post, broadcast, transmit, forward, disseminate, sell, license, distribute, circulate or make available) or download any part of the Website or App or through the Alerts in breach of this Acceptable Use Policy, your right to use the Website, App or Alerts will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Do not rely on information on the Website, App or Alerts

- 8.1. The Website, App and Alerts and all available content are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking or refraining from, any action on the basis of information obtained from the Website, App or through the Alerts. Although we make reasonable efforts to update the information provided to you, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up-to-date.
- 8.2. The content provided by us on the Website and App and through the Alerts are comprised of summaries which we create from information provided to us by third parties. We use reasonable care and skill in a professional manner in the way we obtain, compile, select and arrange the content on the Website, and App and through the Alerts. As a result, you acknowledge that the Website, the App and the Alerts, including any associated content, may not:
 - 8.2.1. fulfil your present or future individual needs or requirements. If you have any suggestions for content, please do let us know using our contact details at the start of this Acceptable Use Policy; and
 - 8.2.2. be complete, error-free, wholly accurate or up-to-date or that it will be delivered without interruption, delay, fault or error.

9. Intellectual Property

- 9.1. All intellectual property rights in the Website, the App, the Alerts and Briefcase.news services and content throughout the world belong to us or our licensors. You have no intellectual property rights in the Website, the App, the Alerts or Briefcase.news services or content and these rights are licensed (not sold) to you in accordance with the terms of this Applicable Use Policy.
- 9.2. Except to the extent otherwise expressly permitted by Briefcase.news in writing, or provided by law, you shall not reproduce (or copy, publish, post, broadcast, transmit, forward, disseminate, sell, license, distribute, circulate or make available) any of the Website, the App, the Alerts or Briefcase.news services and content for any purpose. Any reproduction shall be the property of Briefcase.news.
- 9.3. You shall ensure that our intellectual property ownership notices (e.g. © Briefcase.news [date stipulated by us] All rights reserved) and those of our licensors or our published Twitter or other short-form handle or, where indicated, that of our licensors must clearly appear in all electronic or hard copies of the content (including extracts) from the Website, the App, the Alerts or any Briefcase.news service.
- 9.4. Any rights in respect of the Website, the App, the Alerts and Briefcase.news services and content not expressly granted by Briefcase.news are reserved.

10. We are not responsible for websites we link to

- 10.1. Where the Website, the App or Alerts contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 10.2. We have no control over the contents of those websites or resources. Please check the terms of use of any third party websites carefully.
- 10.3. You must also agree to any requirements and terms of use of those third party websites, and pay for access rights if required by those third party websites.

11. Our responsibility for loss or damage suffered by you

- 11.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 11.2. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of products and services to you, which will be set out in our Consumer Terms and Conditions or Business Terms and Conditions (as applicable).
- 11.3. We are not liable to you for business losses. For free users (users of the Website or the App or the Alerts which have access to limited content on the Website, the App or Alerts outside of a consumer or business account with us), we only provide the Website, the App and Alerts for domestic and private use. Unless agreed with us in advance in writing, you agree not to use the Website, the App or Alerts for any commercial or business purposes.
- 11.4. If you use the Website, the App or Alerts for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity; and any limits and exclusions of liability are set out in our Business Terms and Conditions, and they apply just to the business that contracts with us..

12. We are not responsible for viruses and you must not introduce them

- 12.1. We use reasonable firewall, virus and content filtering software, but we cannot guarantee 100% security or that the Website, the App or Alerts will be free from bugs, viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. We shall not have any responsibility for damage to, unauthorised access to, or viruses or other code that may affect the service or content provided to you by us on any computer equipment, software, data or other property as a result of your access to the Website, the App or Alerts. We shall also not be responsible for the actions of third parties in breaching our security measures.

13. You are responsible for configuring your information technology, computer programmes and platform to access the Website and the App. You should use your own virus protection software.

- 13.1. You must not misuse the Website or the App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website or the App, the server on which the Website or the App is stored or any server, computer or database connected to the Website or the App. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website, the App and the Alerts will cease immediately.

14. Personal use of the App

- 14.1. You shall not transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.
- 14.2. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

15. Our trade marks

- 15.1. The "Briefcase" and "Briefcase.news" name and logo are our trade marks. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under clause 7.

16. Rules about linking to the Website

- 16.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 16.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 16.3. You must not establish a link to the Website in any website that is not owned by you.
- 16.4. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.
- 16.5. We reserve the right to withdraw linking permission without notice.
- 16.6. The website from which you are linking must comply in all respects with the content standards set out in this Acceptable Use Policy.
- 16.7. If you wish to link to or make any use of content on the Website other than that set out above, please contact us on 020 7353 4200 or by writing to us at support@briefcase.news or 85 Fleet Street, London EC4Y 1AE.

17. Checking compliance

- 17.1. You agree to permit us and our representatives at all reasonable times and on reasonable prior written warning to enter such places and inspect such equipment under your control and monitor your use of the Website, the App, the Alerts and Briefcase.news services and content (whether remotely or not) and you agree to fully and promptly co-operate and provide all information reasonably requested by us, to verify that you are complying with the terms of this Acceptable Use Policy and not infringing our or our licensors' intellectual property rights.

18. Suspension and termination

- 18.1. We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of the Website, the App or Alerts. When a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.
- 18.2. Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms upon which you are permitted to use, access and receive the Website, the App and Alerts, and may result in our taking all or any of the following actions:
 - 18.2.1. immediate, temporary or permanent withdrawal of your right to use, access and receive the Website, the App, Alerts and any Briefcase.news content;
 - 18.2.2. cancel any confirmed or pending request for access to Briefcase.news paid

subscriptions services;

18.2.3. issue a warning to you;

18.2.4. commence legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

18.2.5. further legal action against you; and

18.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

18.3. We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this Acceptable Use Policy are not limited and we may take any other action we reasonably deem appropriate.

19. Changes to this Acceptable Use Policy

19.1. We may revise this Acceptable Use Policy at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on the Website, the App and Alerts from time to time.

20. Which country's laws apply to any disputes?

20.1. Please note that this Applicable Use Policy, its subject matter and formation, are governed by English law.