

Terms Of Use

Updated: 26th May, 2008.

1) Introduction

Welcome to Linkprep.com ("the site", "linkprep"), a web-based software application that assists with the planning and presentation of radio programmes.

The Linkprep.com service is operated by TDF Media (referred to in this document by the terms, "us", "we" or "the Company").

By accessing or using Linkprep.com, you (the "user") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"). If you do not agree to be bound by all of the following terms please do not access or make use of linkprep.com.

Linkprep.com may change these terms from time to time and you should check back to view these terms regularly. It is your responsibility to check the site to determine if there have been changes to these Terms of Use and to review such changes. Your continued use Linkprep.com will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using this website.

2) Subscription Terms of Purchase

Each subscription licences a user to make use of the site on either an individual or station basis. Multiple users on multiple stations should activate an account for either each user, or each station. Where it is evident that this term is breached, we reserve the right to terminate that account with immediate effect.

Upgrade from a trial to full member account update will normally take place within 24 hours. Where possible we endeavour for the upgrade to be an instant transaction, with your account live immediately. On occasions where this isn't possible, your upgrade will be activated manually at the earliest opportunity.

Subscription payments are made to TDF Media on an ongoing monthly basis. This payment is taken using the Paypal system. This provides a secure method for payment. Postal Subscriptions by cheque will also be accepted for UK subscribers. These are for minimum period of 3 months, and will commence upon receipt of funds.

Online subscription payments are made on the day of subscription activation, and the same date each calendar month thereafter. Where a payment fails, the Paypal system will attempt on further occasions to take payment. Continued failure of payment will result in the account being suspended.

3) Acceptable Use

You understand that the Service and the Site are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

TDF Media owns the intellectual property rights in the website and copyright for material on the website. All these intellectual property rights are reserved.

You may use the website, subject to the restrictions set out below and elsewhere in these terms of use.

In addition, you agree not to:

- use linkprep.com in any unlawful manner or in a manner which promotes or encourages illegal activity or in a manner which could damage, disable, overburden or impair linkprep.com.
- attempt to gain unauthorised access to linkprep.com or any networks, servers or computer systems connected to linkprep.com.
- modify, adapt, translate or reverse engineer any part of linkprep.com or use any robot, spider, site search or retrieval application or other device to retrieve or index any part of linkprep.com or re-format or frame any portion of the web pages comprising linkprep.com, save to the extent expressly permitted by law.
- register for more than one user account or register for a user account on behalf of an individual other than yourself.
- sell, rent or sub-license usage or access of this website to third parties;
- share your account access to linkprep with other users, or conduct your account in a manner which would be considered a breach of the Subscription Terms of Purchase.
- use or attempt to use another's account or data within the service.

4) Restricted Access and Service Suspension or Termination

TDF Media reserves the right to suspend or cease providing all or any of the services currently available through Linkprep.com with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

Trial memberships to the service are limited to one per person or per station (depending on licence use). We reserve the right to discontinue any trial membership at our discretion.

Where it is demonstrated that an account is being operated in breach of these terms of use, we reserve the right to suspend, or terminate that account with immediate effect.

Once active, your account continues on a monthly rolling subscription, with payment in advance for each calendar month. You can cancel your account at any time, however cancellation will take effect at the end of the current monthly cycle. There are no refunds for part months.

Under the terms of the UK Consumer Protection (Distance Selling) Regulations 2000, the 7 day cooling off period for online sales is not covered by us, as the service commences within the seven day period. However you can cancel a subscription at any time, resulting in payment stopping after that calendar month.

5) Links To Third Parties

Linkprep.com may contain useful links to websites operated by third parties ("Third Party Sites"). TDF Media does not have any influence or control of any Third Party Sites, and unless otherwise stated, is not responsible for and does not endorse any Third Party Sites or their availability or contents.

It should be noted that whilst links to Third Party Sites may be provided, this does not in any way imply rights of use to the content therein. Links to Third Party Sites are provided for

your reference only, and full copyright stays with the Third Party Sites. Use of content from those sites is subject to the terms and copyright restrictions of those parties.

6) Disclaimer / Limitation of Liability

Use of Linkprep.com is at your own risk. Linkprep.com is provided on an "As Is" basis. To the maximum extent permitted by law: (a) TDF Media disclaims all liability whatsoever, whether arising in contract, TORT (including negligence) or otherwise in relation to Linkprep.com. And (b) all implied warranties, terms and conditions relating to Linkprep.com (whether implied by statute, common law or otherwise), including (without limitation) any warranty, term or condition as to accuracy, completeness, satisfactory quality, performance, fitness for purpose or any special purpose, availability, non infringement, information accuracy, interoperability, quiet enjoyment and title are, as between TDF Media and you, hereby excluded. In particular, but without prejudice to the foregoing. We accept no responsibility for any technical failure of the internet and / or linkprep.com; or any damage or injury to users or their equipment as a result of or relating to their use of linkprep.com. Your statutory rights are not affected.

To the full extent allowed by applicable law, you agree that we will not be liable to you / or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of contracts, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to Linkprep.com

7) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

8) Assignment

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

9) Law and Jurisdiction

These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or relating to these Terms and/or your use of linkprep.com

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

TDF Media's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by TDF Media in writing.

10) Our Details

You can contact Linkprep.com at TDF Media, 74 Parkland View, LEEDS, West Yorkshire, LS19 7DZ, through the site at the Contact page, or by email service @ linkprep.com (no spaces).