

Ask A Creative Terms of Use

1. Introduction

- 1.1. These terms and conditions shall govern your use of the website “Ask a Creative” (“Site”) which is a product of DRP (UK) Ltd trading as DRPG. A company registered in England and Wales Company Number 03653794. Registered Office being: Unit 212 Ikon Estate, Droitwich Road, Hartlebury, Worcestershire, DY10 4EU (“DRPG”)
- 1.2. By using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

2. Content and Copyright

- 2.1. Copyright (c) 2021 Ask A Creative is a product of DRP (UK) Ltd trading as DRPG.
- 2.2. Subject to the express provisions of these terms and conditions:
 - 2.2.1. DRPG own and control all copyright and intellectual property rights in this website and the material on this website; and
 - 2.2.2. all the copyright and intellectual property rights in DRPG’s website and the material on DRPG’s website, including but not limited to content, layout, concepts, structure, logos, branding, code are reserved.
 - 2.2.3. Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other device or medium or for any commercial enterprise, without DRPG’s express prior written consent.

3. Permission to use this site

- 3.1. You may view information on DRPG’s site for your own personal and non-commercial use, providing that such use is not in breach of these terms.
- 3.2. Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from DRPG’s website or save any such material to your device.
- 3.3. You may only use DRPG’s website for personal and non-commercial; you must not use DRPG’s website for any other purposes.

- 3.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on DRPG's website.
- 3.5. DRPG grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this site. On using the site, for the avoidance of doubt, you will not:
- 3.6. republish material from DRPG's site (including republication on another website);
 - 3.6.1. sell, rent or sub-license material from DRPG's website; show any material from DRPG's site in public without prior written consent;
 - 3.6.2. exploit material from DRPG's website for a commercial purposes;
 - 3.6.3. or redistribute material from DRPG's site.
- 3.7. Notwithstanding Section 4.5, you may share content, within reason from DRPG's site where the site explicitly allows you to do so
- 3.8. DRPG reserve the right to suspend or restrict access to DRPG's site, to areas of DRPG's website and/or to functionality upon DRPG's website. DRPG may, for example, suspend access to the website [during server maintenance or when DRPG update the website]. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Misuse of this website

- 4.1. You must not use DRPG's website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
- 4.2. use DRPG's website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- 4.3. hack or otherwise tamper with DRPG's website;
- 4.4. probe, scan or test the vulnerability of DRPG's website without DRPG's permission;
- 4.5. circumvent any authentication or security systems or processes on or relating to DRPG's website;
- 4.6. use DRPG's website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- 4.7. impose an unreasonably large load on DRPG's website resources (including bandwidth, storage capacity and processing capacity)
- 4.8. decrypt or decipher any communications sent by or to DRPG's website without DRPG's permission;
- 4.9. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to DRPG's website without DRPG's express written consent;
- 4.10. access or otherwise interact with DRPG's website using any robot, spider or other automated means, except for the purpose of search engine indexing;

- 4.11. use DRPG's website except by means of DRPG's public interfaces;
- 4.12. violate the directives set out in the robots.txt file for DRPG's website;
- 4.13. use data collected from DRPG's website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)]; or
- 4.14. do anything that interferes with the normal use of DRPG's website.
- 4.15. You must not use data collected from DRPG's website to contact individuals, companies or other persons or entities.
- 4.16. You must ensure that all information you supply to us through DRPG's website, or in relation to DRPG's website, is true, accurate, current, complete and non-misleading.

5. Privacy

- 5.1. DRPG's Privacy & Cookie Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. DRPG's Privacy Policy, is available on the website. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

6. Accounts

- 6.1. Certain features on DRPG's websites may require you to open an account with a username and password. DRPG reserves the right at any time and without notice to edit the details of your account, suspend or cancel your account
- 6.2. You may not use anyone else's account, username or password at any time without the express permission and consent of the holder of that account, username or account. DRPG cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

7. Warranties

- 7.1. DRPG do not warrant or represent the completeness or accuracy of the information published on DRPG's website and does not warrant that the material on the website will be up to date; DRPG gives no warrantie or guarantee that the website will operate without fault; or the website or any service on the website will remain available.

- 7.2. DRPG reserve the right to discontinue or alter any or all of DRPG's website services, and to stop publishing DRPG's website, at any time in DRPG's sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if DRPG stop publishing the website.
- 7.3. To the maximum extent permitted by applicable law, DRPG exclude all representations and warranties relating to the subject matter of these terms and conditions, DRPG's website and the use of DRPG's website.

8. Liability

- 8.1. Nothing in these terms and conditions will:
 - 8.1.1. limit or exclude any liability for death or personal injury resulting from negligence;
 - 8.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - 8.1.3. limit any liabilities in any way that is not permitted under applicable law; or
 - 8.1.4. exclude any liabilities that may not be excluded under applicable law.
- 8.2. The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:
 - 8.2.1. are subject to Section 12.1; and
 - 8.2.2. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 8.3. Except where prohibited by law, in no event will DRPG be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits.
- 8.4. To the extent that DRPG's website and the information and services on DRPG's website are provided, DRPG will not be liable for any loss or damage of any nature.
- 8.5. DRPG will not be liable to you in respect of any losses arising out of any event or events beyond DRPG's control.
- 8.6. DRPG will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 8.7. DRPG will not be liable to you in respect of any loss or corruption of any data, database or software.
- 8.8. DRPG will not be liable to you in respect of any special, indirect or consequential loss or damage.

9. Indemnity

- 9.1. You agree to indemnify and hold DRPG, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees), made against DRPG by any third party due to or arising out of or in connection with your use of the website.

10. Breaches of these Terms

- 10.1. Without prejudice to DRPG's other rights under these terms and conditions, if you breach these terms and conditions in any way, or if DRPG reasonably suspect that you have breached these terms and conditions in any way, DRPG may:
- 10.1.1. send you one or more formal warnings;
 - 10.1.2. temporarily suspend your access to DRPG's website;
 - 10.1.3. permanently prohibit you from accessing DRPG's website;
 - 10.1.4. block computers using your IP address from accessing DRPG's website;
 - 10.1.5. contact any or all of your internet service providers and request that they block your access to DRPG's website;
 - 10.1.6. commence legal action against you, whether for breach of contract or otherwise, on which you agree to pay fees and cost for such action; and/or
 - 10.1.7. suspend or delete your account on DRPG's website
- 10.2. Where DRPG suspend or prohibit or block your access to DRPG's website or a part of DRPG's website, you must not take any action to circumvent such suspension or prohibition or blocking including without limitation creating and using a different account.

11. Variation

- 11.1. DRPG reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, DRPG grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this site.

12. Assignment

- 12.1. You hereby agree that DRPG may assign, transfer, sub-contract or otherwise deal with DRPG's rights and/or obligations under these terms and conditions.
- 12.2. You may not without DRPG's prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

13. Severability

- 13.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 13.2. If any unlawful or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

14. Third party rights

- 14.1. A contract under these terms and conditions is for DRPG's benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 14.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

15. Entire agreement

- 15.1. These terms and conditions, together with DRPG's privacy and cookies policy shall constitute the entire agreement between you and us in relation to your use of DRPG's website and shall supersede all previous agreements between you and us in relation to your use of DRPG's website.

16. Governing Law and Jurisdiction

- 16.1. These terms and conditions shall be governed by and construed in accordance with England and Wales.
- 16.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17. Contact Details

- 17.1. You can contact us at the following:
- 17.2. DRP (UK) Ltd, Unit 212 Ikon Industrial Estate, Droitwich Road, Hartlebury, Kidderminster, Worcestershire, DY10 4EU
- 17.3. The contact number published on DRPG's website www.drpgroup.com