

[www.thespeakersindex.com](http://www.thespeakersindex.com)

## Subscription Based Business Website Terms and Conditions Updated date

**PLEASE READ THIS DOCUMENT CAREFULLY!  
IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS,  
AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. IF YOU DO NOT  
AGREE WITH THESE TERMS, DO NOT USE THE SERVICES.**

**1<sup>st</sup> October 2022**

### 1. Our website

[www.thespeakersindex.com](http://www.thespeakersindex.com)

### Subscription Based Business Website Terms and Conditions

Use of this website provided by *The Speakers Index* ("Us") by your business, officers and employees, ("You") and any service contained within constitutes acceptance of these Terms & Conditions. If you do not agree with all or any of these terms, please do not sign up for the services on offer.

### 2. Customer Use

**2.1** You should always check the contact information you provide is correct before creating a customer account or proceeding to payment.

**2.2** Our website is only intended for use by adults, as defined as those aged 18 or over and who have sufficient capacity to enter into a binding agreement.

### 3. Account Integrity

**3.1** As part of the registration process you will need create a speaker profile. It is your responsibility to ensure that the information you provide is accurate and not misleading. You cannot create a speaker profile using the names and information of another person or using words that are the trademarks or the property of another party or vulgar, obscene or in any other way inappropriate.

**3.2** Certain topics and businesses are not eligible to participate in the Services. These include businesses and topics that discuss the following types of transactions:

- Tobacco, e-cigarette sales, or related items
- Weapons and munitions
- Sexually-oriented or pornographic products or services
- Marijuana dispensaries and related businesses
- Door-to-door sales
- Age restricted products or services
- Bail Bonds
- Bankruptcy lawyers
- Check cashing, wire transfers or money orders
- Counterfeit products
- Firms selling business opportunities, investment opportunities, mortgage consulting or reduction, credit counselling, repair or protection, or real estate purchases with no money down
- Gambling
- Illegal products or services
- Any product or service that infringes upon the copyright, trademark, or trade secrets of a third party

#### **4. Product & Service Pricing**

**4.1** We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product or service is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over- payment made by you (as applicable).

**4.2** We reserve the right to alter all product and service pricing without notice. However, every attempt will be made to inform you of any price changes prior to your next renewal date.

#### **5. Your Order**

**5.1** When you place an order you will be required to upload your profile information. Your order constitutes an offer made to us to purchase a product or service.

**5.2** Your offer is only accepted by us once your profile has been approved to appear on our website.

**5.3** Product or service items not included within your membership are not included in the order and contract between you and us.

**5.4** We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

**5.5** If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made through Stripe. No other form of refund or credit will be offered nor will a refund be made to any third-party card or account.

#### **6. Membership Period**

**6.1** After satisfactory payment of the membership fees you will have full access to the website, and the products and services provided by the website for a period of 12 months or as long as you are subscribed. We reserve the right to remove you as a member from our website if you breach any of the following as a speaker on our site;

- Discriminate against, defame, abuse, harass, sexually harass or threaten others
- SPAM other members by sending them commercial messages unrelated to the services the Speaker offers
- Knowingly Post fraudulent material, stories or misrepresent yourself in any way
- Make any bigoted, hateful, or racially or sexually offensive statements
- Advocate illegal activity or discuss illegal activities with the intent to commit them
- Post, link to or distribute any material that infringes and/or violates any right of a third party or any law
- Post, link to, discuss or distribute any sexually explicit, pornographic, vulgar, obscene, discourteous, or indecent language or images
- Post, link to or distribute any software or other materials that contain a virus or other harmful component
- Post or distribute material that exploits children
- Post Content that is copyrighted and claim it as your own
- Post any Content that you do not own or have the right to Post
- Register for more than one user account without our written permission
- Register for a user account that is not in your name

- Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity
- Post Content that is considered to be extremist such as pseudo-science or conspiracy theories

**6.2** Your membership is based on an automatic renewal process unless you cancel prior to the expiry date of your new subscription.

6.3 The benefits of the Amplify and Amplify+ memberships will be staggered if you are paying monthly. Benefits will be spread out over the course of 12 months for example:

#### Amplify+ Membership

- Everything in Access – Immediate
- Everything in Amplify – Immediate - (Magazine will be changing to 6 editions per year, so your double page feature will be in the next issue)
- Guest Vlogcast – after 3 months
- Front or Back Cover Feature – after 6 months
- Promotion on Social Channels – Immediate
- Co-Author of The Speakers Journey – after 8 months (next edition if enough people signed up)

## **7. Cancellation Rights and Refunds**

**7.1** As this is a business-to-business transaction no right of cancellation exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**7.2** Full or partial refunds will only be given where the product or service provided by us is found to be defective.

**7.3** Refunds will not be given where we are unable to replicate the issue or the issue stems from the user or their equipment.

**7.4** In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.

**7.5** Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.

## **8. Your Obligations**

**8.1** This agreement is an acknowledgement that The Speakers Index is a directory resource that allows for individuals and businesses to browse and hire Speakers for their events. The Speakers Index takes no responsibility and assumes no liability for any actions, non-actions, speeches or content attributable to the speaker.

**8.2** As a user you agree not to do any of the following:

**8.2.1** Abuse, harass, threaten, stalk, defame or in any way seek to violate the rights of another user or third party.

**8.2.2** Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.

**8.2.3** Use or harvest data provided by other users in a way that they would object to.

**8.2.4** Contact other users in ways they may find inappropriate.

**8.2.5** Encourage illegal activity or activity that violates the rights of other users or third parties, whether individuals or organisations.

**8.2.6** Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

**8.2.7** To pose as another user, third party or organisation or one of our employees for the purposes of obtaining user or third party information.

**8.2.8** To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

**8.2.9** Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and other users.

**8.2.10** Reframe, repurpose the website or any content on it or remove or obscure any notices or advertising provided by us on the website.

**8.2.11** Load or provide access to content on the website or link to other content from the website, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.

**8.2.12** Make commercial posts or comment spam or attempt to disguise such spam as content.

**8.2.13** Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

**8.2.14** Use any robot, spider, scraper or other technical means to access the website or content on the website.

The above list is not intended to be exhaustive.

**8.3** Speakers and organisers should work directly together regarding any disputes or issues related to any services booked. The Speakers Index is not responsible nor has any obligation to mediate or otherwise intercede in any such disputes.

**8.4** The Speakers Index may forward to you any complaints it receives about you, but is not obligated to do this.

**8.5** As a speaker, you agree that you are solely responsible for the content and performance of your speeches. As a speaker or as a user hiring a speaker, you agree that The Speakers Index has no liability or obligation to you regarding the quality of any speakers' content, performance or non-performance of a speech.

**8.6** If you breach these Terms and Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and our website. Such harm is

difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third party.

## **9. Content Ownership**

**9.1** As a user you retain all ownership rights to content provided by you and only you.

**9.2** By submitting, posting or displaying your content on the website you agree to grant a non-exclusive royalty-free licence to us to use, modify, publicly perform, publicly display, reproduce and distribute such content on the website. This allows us to place your content on the website and let all users view your content. It also allows us to compress or alter the size of any files you may post onto the Site to ensure that they can be readily displayed for other users. This may also include printed documents, media, editorial coverage, video, photographs etc.

Members who do not wish for their image to be used in this manner must notify us in writing.

**9.3** As this is a non-exclusive licence you as a user are free to provide your content to other websites or other parties, without restriction.

**9.4** This licence is also royalty-free, which means that the content is provided free of charge to us and we will not pay for the content or account for any advertising revenue generated on the website or on any specific content pages.

**9.5** This licence is also sub-licensable, which means that our partners and affiliates can also use the content.

**9.6** This licence also applies worldwide because the website can be accessed from anywhere in the world, at any time.

**9.7** Also as part of the licence you warrant that any content provided by you does not belong to a third party whose rights have been violated by the content being posted on to the website. Furthermore, if any content is owned by a third party you agree to pay all royalties owed to that party, without seeking any contribution from us.

## **10. Content Monitoring**

Users can freely add content to the website by emailing the organiser. All content will be monitored on the site and should be adhered to as above.

## **11. Suspension or Termination**

**11.1** We reserve the right to remove (with or without notice) content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

**11.2** If a customer account is suspended the length of the suspension period and any reactivation will be at our sole discretion.

## **12. Access**

We take all reasonable steps to ensure the website is available and functioning fully at all times. However, we do not accept any responsibility for "down-time" or poor performance of our file servers or where the website or any associated service is unavailable for any reason, whether within or outside our direct control.

## **13. Benefits**

**13.1** All benefits offered are at the sole discretion of us and can be changed at any time.

## **14. Disclaimer**

**14.1** We are not responsible for the accuracy of any content on the website nor any advertisements placed on the website, or any visibility, exposure, business growth etc in line with any benefits offered on our website.

**14.2** We are not responsible for any links to third party websites from our website and the inclusion of any link does not imply an endorsement of a third-party website by us.

**14.3** The Speakers Index shall not be liable to you or to any third party for any indirect, incidental, special or consequential damages arising out of the services under this agreement, including but not limited to, damages for lost profits, lost savings, lost data or for any damage related to the use of or inability to use the website or the services even if The Speakers Index has been advised of the possibility of any such damages.

The Speakers Index's total aggregate liability under this agreement for any and all claims shall be for those direct damages suffered by you and solely due to company's performance under this agreement and shall not exceed the amounts actually paid by you to The Speakers Index for the services directly related to the damages suffered. No action, regardless of form, arising out of this agreement, may be brought by you more than one year after the cause of action has accrued. Some jurisdictions do not allow the exclusion of certain warranties of the exclusion or limitation of liability for consequential or incidental damages, so the limitations in this agreement may not apply to you.

## **15. Customer Complaints**

We endeavour to respond to all customer complaints or queries within five working days. Please send any complaints to [sharon@thespeakersindex.com](mailto:sharon@thespeakersindex.com)

## **16. Privacy**

We take your privacy seriously. We are registered under and comply with the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

## **17. Events outside our control**

We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

## **18. Licence**

**18.1** We grant you a licence to access the content, information and services contained within our website for business use only.

**18.2** This licence does not allow you to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

**18.3** Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

**18.4** Our website cannot be placed within the frame-set of another website.

**18.5** Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

**18.6** The restriction on “deep linking” does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

## **19 Copyright**

**19.1** All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the copyright of *Lydian Group Ltd (The Speakers Index)* unless expressly acknowledged as otherwise or provided by a user as part of content submission.

**19.2** The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

## **20. Reasonably Foreseeable Losses**

**20.1** We will be liable for any losses incurred by you due to breaches of these Terms & Conditions by us, where such losses were reasonably foreseeable at the time the contract was made.

**20.2** All business, indirect or consequential losses not reasonably foreseeable at the time of the contract between you and us are excluded.

**20.3** We do not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

## **21. Severability**

The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or paragraphs, sub- paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub- paragraphs and clauses.

## **22. Waiver**

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

## **23. Entire Terms & Conditions**

These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time, without giving notice.

## **24. Jurisdiction**



These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

### **Our Contact Details**

Our contact details are as follows:

The Speakers Index is a Trading name under:

*Lydian Group Ltd, Suite 2A, Blackthorn House, St Paul's Square, Birmingham, B3 1RL*

Email: [sharon@thespeakersindex.com](mailto:sharon@thespeakersindex.com)

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