

Terms of Use

Dated: 04 April 2017

1. INTRODUCTION

Welcome to the Disney Stars Training website (the "Site"). The Site is operated by Front Page Limited on behalf of The Walt Disney Company Limited, a company registered in England and Wales (referred to herein as "we," "us," "our" or "Disney") with its registered office at 3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom (registration number 00530051; VAT number 539293808). The Site is dedicated to our business clients and not consumers

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE. By registering to use the Site or by clicking a box or a link that states that you accept or agree to these terms, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use the Site.

Note that special terms apply to some services offered on the Site, these terms are posted in connection with the applicable service. Any such terms are in addition to these terms of use, and in the event of a conflict, prevail over these terms of use.

You acknowledge that these terms of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and access to promotional opportunities, receipt of content, applications, materials and information available at or through the Site

2. USING THE SITE AND CONTENT

You may not use the Site in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

All information, materials, functions and other content and applications ("**Content**") contained on the Site are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dress are owned by us and/or our licensors or licensees.

We may change the Site or delete Content or features at any time, in any way, for any or no reason.

Except as we specifically agree in writing, no Content from the Site may be used other than as part of the Site, reproduced, transmitted, distributed or otherwise exploited in any way.

In the event that we offer downloads of software on the Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for the sole use of providing information and to present the activities of Disney Cruise Line. We do not transfer title to the Software to you. Except as permitted under applicable law, you may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

You acknowledge and agree that nothing in these terms of use shall have the effect of transferring the ownership of any trademarks, service marks, trade names or other proprietary rights in the Site or Content or any part thereof to you or any third party. You undertake not to do any act or thing which is inconsistent with or which is likely in any way to prejudice such title.

3. ACCESSING A SITE FROM YOUR MOBILE DEVICE

When you access the Site from your mobile device, your network provider's standard messaging, data and other rates and fees will apply.

4. REGISTRATION ACCOUNT

The Site requires you to create an account to access the Content. You agree to provide, maintain and update true, accurate, current and complete information about yourself and your company as prompted by our registration process (the "**Registration Data**"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph where our registration process requires such information. You acknowledge and agree that we may take steps to verify the accuracy of information you provide. You also agree to promptly notify us of any unauthorised use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site. In addition, you agree to exit from your account at the end of each session.

We may suspend or terminate your account and your ability to use the Site or portion thereof for impersonating any person or entity of otherwise misrepresenting your identity, for otherwise failing to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

5. RULES OF CONDUCT

The following Rules of Conduct apply to the Site. By using the Site, you agree that you will not distribute any submission that:

1. (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms any person or entity;
2. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including any submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
3. infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
4. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
5. contains a virus or other harmful component, or otherwise tampers with, impairs or damages any of the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site;
6. is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; or
7. does not generally pertain to the designated topic or theme of the Site.

6. DISCLAIMERS

The information, content and marketing on the Site is provided 'as is' and we give no representation and warranty in respect of such information, content and materials. In particular, we do not warrant that the functions contained in information, content and materials on the Site are accurate, complete or current or will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers or any software or other device that makes such information, content and materials available are free of viruses or other harmful components. Moreover, you assume the entire cost of all necessary servicing, repair or correction. We do not warrant or make any representations regarding the use or the results of the use of any information, content, materials, products or services contained on or offered, made available through, or otherwise related in any way to the Site, including, without limitation, any third party sites or services linked to from any part of the Site in terms of their correctness, accuracy, completeness, reliability, safety or otherwise. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

The Site may contain (or you may be sent through a Site) links to other sites ("Third Party Sites") as well as articles, advertisements, photographs, text, graphics, pictures, designs, music, sound, information applications software and other content or items originating from third parties ("Third Party Content"). We explicitly disclaim any responsibility for the accuracy, completeness, appropriateness or availability of information, content and materials found on Third Party Sites or in Third Party Content. We cannot ensure that you will be satisfied with any products or services that you purchase from a Third Party Site that links to or from the Site or third-party information, content or materials contained on the Site. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any Third-Party Site or any Third Party Content. Consequently, we make no representations or warranties concerning the third Third Party Sites or any other sites listed in any of our directories or any Third Party Content and cannot be held responsible for the content, availability, accuracy, relevance, copyright compliance, legality or decency of material contained in any Third Party Content and we make no representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third party.

You hereby irrevocably waive any claim against us with respect to information, content and materials contained on the Site on Third Party Sites or in any Third Party Content, and any information, content and materials you provide to any Third Party Sites (including, without limitation, credit card and other personal information). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

7. RESPONSIBILITY FOR YOUR ACCOUNT(S)

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold us, our group companies, and our and our group undertakings' licensors, licensees, distributors, agents, representatives and other authorised users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, claims, penalties, fines, expenses and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by any Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your use of the Site and/or your account(s). You shall use your best efforts to cooperate with us in the defence of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

8. OUR LIABILITY

We do not limit in any way our liability for death or personal injury caused by our negligence or for our fraudulent misrepresentation or concealment or for any other liability which cannot be excluded or limited by applicable.

Subject to applicable law we, our group companies, our and our companies' licensors or licensees, and their respective resellers, distributors, service providers or suppliers, do not accept liability for any loss, damages, costs or expenses suffered by in connection with your use of any software, application, device or any other material provided to you in connection with your use of the Site, or any loss which is not a direct and reasonably foreseeable consequence of the (A) use of, or the inability to use, the Site or content, or (B) the conduct or actions, whether online or offline, of any user of the Site or any other person or entity, even if we have been advised of the possibility of such damages.

Where you use the Site for the mobile services we are not liable in any way for any failure of the Site or mobile services including where your mobile device is not compatible with the content you have ordered, for any connectivity failure of your mobile device or where you provide an incorrect device number.

We may change the Site or delete content or features or any services provided through the Site in any way, at any time and for any reason or no reason.

The limitations, exclusions and disclaimers in this section and elsewhere in these terms of use apply to the maximum extent permitted by applicable law.

9. EVENTS BEYOND OUR REASONABLE CONTROL

We will not be liable or held responsible for any delay or failure to comply with our obligations under these terms of use if the delay or failure arises from any cause which is beyond our reasonable control including, without limitation, acts by third parties such as network providers.

10. LAW AND JURISDICTION

These terms of use shall be governed by and construed in accordance with the laws of England and Wales, and the courts of London, England shall have exclusive jurisdiction in respect of any actions or claims under these terms of use and you hereby consent and submit to the personal jurisdiction of such courts; provided that nothing herein shall prevent the application and enforcement of mandatory and applicable law. We make no representation that information, content and materials on the Site are appropriate or available for use in any particular location. If you choose to access the Site you do so on your own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

11. AMENDMENTS TO THESE TERMS OF USE

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these terms of use at any time on both a temporary and permanent basis. In the event that we do so, we will notify you of any such change, modification, addition, or deletion by sending you an e-mail at the last e-mail address that you provided

us, and/or by prominently posting notice of the any such change, modification, addition, or deletion on the Site. Any such change, modification, addition, or deletion will be effective upon the earlier of seven (7) calendar days following our dispatch of an electronic notice to you or seven (7) calendar days following our posting of such notice on the Site covered by these terms of use. If you do not agree to any permanent change you may cancel your account.

Please note that, at all times, you are responsible for updating your personal information to provide us your current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes, modifications, additions, or deletions described in the notice.

12. TERMINATION

These terms of use are effective until terminated by either you or us. You may terminate these terms of use at any time by discontinuing use of the Site and requesting us at frontpage-support@supportbeemail.com to terminate the registered account and destroying all materials obtained from the Site and all related documentation and all copies and installations thereof, whether made under these terms of use or otherwise.

We may immediately terminate these terms of use with respect to you (including your access to the Site) in our absolute discretion including, without limitation, if you breach or fail to comply with any material term or provision of these terms of use. Upon termination, you must cease use of the Site and destroy all materials obtained from the Site and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. Any fraudulent, abusive or otherwise illegal activity may also be grounds for termination of your account, at our sole discretion, and you may be reported to appropriate law-enforcement agencies.

The provisions of these terms of use, which by their nature should survive the termination of these terms of use, shall so survive such termination.

13. PRIVACY POLICY

Please see our Privacy Policy for other information regarding the way in which we collect and store any personal information you provide to us when you use the Site.

14. GENERAL PROVISIONS

If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. If you breach these terms of use and we take no action against you, we will not be considered to have given up our rights in respect of your breach and we will also still be entitled to use our rights and remedies in any other situation where you breach these terms of use.

Except where expressly provided to the contrary, these terms of use are not intended to be for the benefit of, and shall not be enforceable by, any person who is not a party to it, under any applicable laws or otherwise, except that any of our group undertakings may enforce any provision of these terms of use as if it were a party to them.

If you have any queries you can email frontpage-support@supportbeemail.com or write to us at:

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