

## TERMS AND CONDITIONS OF USE (12 OCTOBER 2020)

### 1 About our Terms

- 1.1 These Terms explain how you may use this website (the “Site”) which is provided by us free of charge.
- 1.2 References in these Terms to the Site include [astaroidia.com](http://astaroidia.com) and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately. If you have any questions about the Site, please contact us by e-mail at the following address [info@astaroidia.com](mailto:info@astaroidia.com). We will try to reply within 48 hours of receiving your email.
- 1.6 Definitions
  - 1.6.1 “Content” means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
  - 1.6.2 “Terms” means these terms and conditions of use as updated from time to time under clause 9 and the documents and policies referred to in these Terms;
  - 1.6.3 “Acceptable Use Policy” means the policy <https://astaroidia.com/acceptable-use-policy/> which governs your permitted use of the Site;
  - 1.6.4 “Cookie Policy” means the policy <https://astaroidia.com/cookie-policy/> which governs how we use cookies in the Site;
  - 1.6.5 “We, us or our” means [astaroidia.com](http://astaroidia.com) together with the owner of the Site; and
  - 1.6.6 “You or your” means the person accessing or using the Site or its Content.
- 1.7 Your use of the Site means that you must also comply with our Acceptable Use Policy and our Cookie Policy, where applicable.

### 2 Using the Site

- 2.1 The Site is for your personal and non-commercial use only.
- 2.2 You agree that you are solely responsible for:
  - 2.2.1 all costs and expenses you may incur in relation to your use of the Site; and
  - 2.2.2 keeping your password and other account details confidential.
- 2.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at [info@astaroidia.com](mailto:info@astaroidia.com). We will try to reply within 48 hours of receiving your email.
- 2.5 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

### **3 Ownership, use and intellectual property rights**

- 3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 3.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 3.3 Trade marks: Third party trade marks and trade names may be used on this Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

### **4 Submitting information to the Site**

- 4.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable (**Unwanted Submissions**). While we value your feedback, you agree not to submit any Unwanted Submissions.
- 4.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

### **5 Accuracy of information and availability of the Site**

- 5.1 While we try to make sure that the Content of the Site is accurate as at the date the information was uploaded to the Site and free from bugs, we cannot promise that it will be. We do not routinely update information we upload on the Site. If we are notified of any change in circumstances which means that Content is no longer accurate then we may seek to verify this and update where appropriate but cannot guarantee to do so. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk. For the avoidance of doubt, we do not own or have any other legal interest in, and accordingly cannot accept any responsibility for, the condition of locations, property and facilities to which reviews, opinions and/or any other Content contained on the Site relates.
- 5.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 5.3 Content is provided for your general information purposes only and to inform you about us and products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.
- 5.5 While we try to make sure that the Site is virus free we do not promise or represent that the Site is virus free.

### **6 Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

## **7 Limitation on our liability**

- 7.1 Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence; (ii) fraud; or (iii) any other liability which cannot be excluded by law.
- 7.2 Subject to clause 7.1, you use the Site at your own risk and in no event shall We (or anyone involved in the operation or maintenance of the Site) be liable for any direct, indirect, punitive, incidental, special or consequential losses or damages arising out of, or in any way connected with, your access to, display of or use of the Site or with the delay or inability to access, display or use the Site, including, but not limited to, your reliance upon reviews, opinions and/or any other Content appearing on the Site whether for breach of contract, in tort (including without limitation negligence), by way of indemnity or otherwise.

## **8 Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **9 Variation**

These Terms are dated 12 October 2020. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **10 Law**

These Terms shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in relation to these Terms.

## ACCEPTABLE USE POLICY (12 OCTOBER 2020)

### 1 Introduction

- 1.1 Together with our Site's terms and conditions of use <https://astaroidia.com/terms-and-conditions-of-use/>, this Acceptable Use Policy governs how you may access and use the Site.
- 1.2 You should read this Acceptable Use Policy carefully before using the Site.
- 1.3 Definitions
  - 1.3.1 "Acceptable Use Policy" means this acceptable use policy;
  - 1.3.2 "Site" means astaroidia.com and all associated web pages;
  - 1.3.3 "Submission" means any text, images, video, audio or other multimedia content, software or other information or material submitted by you or other users to the Site;
  - 1.3.4 "We, us or our" means astaroidia.com together with the owner of the Site; and
  - 1.3.5 "You or your" means the person accessing or using the Site or its content.

### 2 Acceptable use

We permit you to use the Site only for personal, non-commercial purposes and primarily for accessing information about adventures in Astaroidia. Use of the Site in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted. If you do not agree with the terms of this Acceptable Use Policy, you may not use the Site.

### 3 Restrictions on use

- 3.1 As a condition of your use of the Site, you agree:
  - 3.1.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or our Site's terms and conditions of use <https://astaroidia.com/terms-and-conditions-of-use/>;
  - 3.1.2 not to use the Site to commit any act of fraud;
  - 3.1.3 not to use the Site to distribute viruses or malware or other similar harmful software code;
  - 3.1.4 not to use the Site for purposes of promoting unsolicited advertising or sending spam;
  - 3.1.5 not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
  - 3.1.6 not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
  - 3.1.7 not to use the Site in any manner that harms minors;
  - 3.1.8 not to promote any unlawful activity;
  - 3.1.9 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
  - 3.1.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;
  - 3.1.11 not to attempt to circumvent password or user authentication methods; and

3.1.12 to comply with the provisions relating to our intellectual property rights and software contained in our Site's terms and conditions of use <https://astaroidia.com/terms-and-conditions-of-use/>

#### **4 Bulletin boards, chat rooms and other interactive services**

- 4.1 We may make bulletin boards, chat rooms or other communication services such as the facility to leave comments and/or reviews of blog posts and/or activities ('Interactive Services') available on the Site.
- 4.2 We are not obliged to monitor or moderate Submissions to our Interactive Services. Where we do monitor or moderate Submissions we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 4.3 We may remove or edit any Submissions to any of our interactive services whether they are moderated or not.
- 4.4 Any Submission you make must comply with our Submission standards set out below.
- 4.5 By making a Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Site, and on any other websites operated by us, indefinitely.

#### **5 Submission standards**

- 5.1 Any Submission or communication to users of our Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Submission or communication is:
  - 5.1.1 your own original work and lawfully submitted;
  - 5.1.2 factually accurate or your own genuinely held belief;
  - 5.1.3 provided with any necessary consent of any third party;
  - 5.1.4 not defamatory or likely to give rise to an allegation of defamation;
  - 5.1.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and
  - 5.1.6 unlikely to cause offence, embarrassment or annoyance to others.

#### **6 Linking and framing**

- 6.1 You may create a link to our Site from another website without our prior written consent provided no such link:
  - 6.1.1 creates a frame or any other browser or border environment around the content of our Site;
  - 6.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;
  - 6.1.3 displays any of the trade marks or logos used on our Site without our permission or that of the owner of such trade marks or logos; or
  - 6.1.4 is placed on a website that itself does not meet the acceptable use requirements of this Acceptable Use Policy.

6.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

## **7 Using the Astaroidia name and logo**

You may not use our trade marks, logos or trade names except in accordance with this Acceptable Use Policy and our Site's terms and conditions of use.

## **8 Breach**

We shall apply the terms of this Acceptable Use Policy in our absolute discretion. In the event of your breach of this Acceptable Use Policy we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action we consider necessary to remedy the breach.

## **9 Law**

This Acceptable Use Policy shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in relation to this Acceptable Use Policy.

## COOKIE POLICY (12 OCTOBER 2020)

Please read this cookie policy carefully as it contains important information on who we are and how we use cookies on our website. This policy should be read together with our <https://astaroidia.com/acceptable-use-policy/> (12 October 2020) and our <https://astaroidia.com/terms-and-conditions-of-use/> (12 October 2020) which set out how and why we collect, store, use and share personal information generally, as well as your rights in relation to your personal information and details of how to contact us and supervisory authorities if you have a complaint.

### Who we are

This website is operated by Astaroidia.

### Our website

This cookie policy relates to your use of our website, [astaroidia.com](https://astaroidia.com)

### Cookies

A cookie is a small text file which is placed onto your device (eg computer, smartphone or other electronic device) when you use our website. We use cookies on our website. These help us:

- recognise you whenever you visit this website (this speeds up your access to our website as you do not have to log in each time);
- carry out research and statistical analysis to help improve our content, products and services and to help us better understand our visitor requirements and interests; and
- make your online experience more efficient and enjoyable.

For example, we may monitor traffic data, location data and the originating domain name of your internet service provider. This information helps us to improve our content and to help us better understand our visitor requirements. Most of this data will be aggregated or statistical, which means that we will not be able to identify you individually.

For further information on our use of cookies, including a detailed list of your information which we and others may collect through cookies, please see below.

For further information on cookies generally, including how to control and manage them, visit the guidance on cookies published by the UK Information Commissioner's Office at [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

### Consent to use cookies and changing settings

There is a notice on the first page you visit on our Site which describes how we use cookies. If you use our Site after this notification has been displayed to you, we will assume that you consent to our use of cookies for the purposes described in this Cookie Policy.

### Our use of cookies

The table below provides more information about the cookies we use and why:

#### e cookies

The cookies we use will only be accessed by us and those third parties named in the table above for the purposes referred to in this cookie policy. Those cookies will not be accessed by any other third party.

## How to turn off all cookies and consequences of doing so

If you do not want to accept any cookies, you may be able to change your browser settings so that cookies (including those which are essential to the services requested) are not accepted. If you do this, please be aware that you may lose some of the functionality of our website.

For further information about cookies and how to disable them please go to the guidance on cookies published by the UK Information Commissioner's Office at [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

## How to contact us

Please contact [info@astaroidia.com](mailto:info@astaroidia.com) if you have any questions about this cookie policy or the information we hold about you.

## Changes to this policy

This policy was published on 12 October 2020.

We may change this policy from time to time, when we do we will inform any Subscribers by email.

Name of cookie	Owner	Purpose for the cookie
d3o96a3f9o7chl.cloudfront.net	Amazon Web Services	Third party cookie used to secure private content on the Site. Please see <a href="https://aws.amazon.com/privacy/">https://aws.amazon.com/privacy/</a> for further details.
facebook.com	Facebook	Third party cookie used to track members and non-members of Facebook for market research analytics and product development. Please see <a href="https://en-gb.facebook.com/policy.php">https://en-gb.facebook.com/policy.php</a> for further details.
facebook.net	Facebook	Third party cookie used to track members and non-members of Facebook for market research analytics and product development. Please see <a href="https://en-gb.facebook.com/policy.php">https://en-gb.facebook.com/policy.php</a> for further details.
fonts.googleapis.com	Google	Third party cookie used to provide us with information about the behaviour of our visitors (eg how long they stayed on the site and the average number of pages viewed), also to tell us how many visitors we have had and for local storage. Please see <a href="http://www.google.com/policies/privacy/">http://www.google.com/policies/privacy/</a> for further details.
google-analytics.com	Google	Third party cookie used to provide us with information about the behaviour of our visitors (eg how long they stayed on the site and the average number of pages viewed) and also tells us how many visitors we have had. Please see <a href="http://www.google.com/policies/privacy/">http://www.google.com/policies/privacy/</a> for further details.
google.com	Google	Third party cookie used to provide us with information about the behaviour of our visitors (eg how long they stayed on the site and the average number of pages viewed) and also tells us how many visitors we have had. Please see <a href="http://www.google.com/policies/privacy/">http://www.google.com/policies/privacy/</a> for further details.
gravatar.com	Gravatar	Third party cookie used by Gravatar to set a cookie to display an avatar image of your choice on our Site. Please see <a href="https://automattic.com/privacy/">https://automattic.com/privacy/</a> for further details.
gstatic.com	Google	Third party cookie used to provide us with information about the



		<p>behaviour of our visitors (eg how long they stayed on the site and the average number of pages viewed) and also tells us how many visitors we have had.</p> <p>Please see <a href="http://www.google.com/policies/privacy/">http://www.google.com/policies/privacy/</a> for further details.</p>
hostgator.com	HostGator	<p>Third party cookie used to track browser sessions on their website hostgator.com, depending on it being a logged in or logged out session. These sessions on our site can be used for marketing purposes to offer sales on products viewed most often but not purchased.</p> <p>Please see <a href="https://www.hostgator.com/privacy">https://www.hostgator.com/privacy</a> for further details.</p>
astaroidia.com		<p>Cookie from our Site that is used to provide us with information about the behaviour of our visitors (eg how long they stayed on the site and the average number of pages viewed), also to tell us how many visitors we have had and for local storage.</p>
twitter.com	Twitter	<p>Third party cookie used to track members and non-members of Twitter for market research analytics and product development.</p> <p>Please see <a href="https://twitter.com/privacy?lang=en">https://twitter.com/privacy?lang=en</a> for further details.</p>
wp.com	WordPress	<p>Third party cookie used for local storage.</p> <p>Please see <a href="https://wordpress.org/about/privacy/">https://wordpress.org/about/privacy/</a> for further details.</p>