

## **Terms and conditions of use**

Welcome to our digital information network. These are our terms and conditions for use of the network, which you may access in several ways, including but not limited to the World Wide Web via [theguardian.com](https://theguardian.com), digital television, PDA, mobile phone and RSS feeds. In these terms and conditions, when we say the “Guardian Site” we mean the digital information network operated by or on behalf of Guardian News & Media Limited or its parent companies, subsidiaries and affiliates (collectively “Guardian”), regardless of how you access the network, as well as any Guardian apps whether you access those via a Guardian Site or a third party site. However you access the Guardian Site, you agree to be bound by these terms and conditions. If you have accessed the Guardian Site from the United States or Australia, you also agree to be bound by additional terms contained at the end of these terms and conditions.

### **1. Registration**

You may access areas of the Guardian Site that require registration by becoming a registered member and creating an account with us. You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account.

By registering on the Guardian Site, you agree that:

- (i) your account and password are personal to you and may not be used by anyone else to access the Guardian Site;
- (ii) you will not do anything which would assist anyone who is not a registered user to gain access to any registration area of the Guardian Site; and
- (iii) you will not create registration accounts for the purpose of abusing the functionality of the site, or other users; nor will you seek to pass yourself off as another user.

You agree to notify us immediately if you become aware any unauthorised use of your password or account identifiers by others.

### **2. Termination of registration**

If you no longer wish to have a registered account, you may terminate your account by sending an email to [userhelp@theguardian.com](mailto:userhelp@theguardian.com). If you no longer accept these terms and conditions, or any future modification to these terms and conditions, you must cease using the Guardian Site. Continued use of the Guardian Site indicates your continued acceptance of these terms and conditions.

If, for any reason, we believe that you have not complied with these terms and conditions, we may, at our sole discretion, cancel your access to the registration areas of Guardian Site immediately and without prior notice. We may terminate your registered account, at our sole discretion, by emailing you at the address you have registered stating that the agreement has terminated.

### **3. Use of material appearing on the Guardian Site**

Your use of the Guardian Site is for your own personal and non-commercial use only. You acknowledge that, as between Guardian and you, except for user content and advertisements (as discussed below), Guardian is the sole owner of all content on the Guardian Site, including, without limitation, all applicable copyrights, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the Guardian Site (“Guardian Content”). The Guardian Site and the Guardian Content are protected by the copyright laws and other intellectual property laws of the United Kingdom, the United States and Australia and are protected globally by applicable international copyright treaties. You may download and print extracts from the Guardian Content for your own personal and non-commercial use only, provided you maintain and abide by any author attribution, copyright or trademark notice or restriction in any material that you download or print. You may not use any Guardian Content for any other purpose without our prior written approval. Except as expressly authorised by the Guardian, you are not allowed to create a database in electronic or paper form comprising all or part of the material appearing on the Guardian Site.

If you wish to use our content other than as permitted by these terms and conditions, please contact us at [syndication@theguardian.com](mailto:syndication@theguardian.com). If you operate a news aggregation service that charges a subscription fee to its users, then you

need to approach the NLA directly to discuss your licensing requirements. Please see [nla.co.uk](http://nla.co.uk).

For all other inquiries about distribution or reproduction of the materials, please contact [syndication@theguardian.com](mailto:syndication@theguardian.com).

#### **4. Disclaimer of liability**

To the extent permitted at law, we do not accept any responsibility for any statement in the Guardian Content. Nothing in the Guardian Content is provided for any specific purpose or at the request of any particular person. For the avoidance of confusion, we will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of viewing, reading or listening to the Guardian Content or any part of it. You can access other sites via links from the Guardian Site. These sites are not under our control and we are not responsible in any way for any of their contents.

We give no warranties of any kind concerning the Guardian Site or the Guardian Content. In particular, we do not warrant that the Guardian Site or any of its contents is virus free. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties.

Although we will do our best to provide constant, uninterrupted access to the Guardian Site, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

If you are accessing the Guardian Site from the United States or Australia, the additional disclaimers and limitations of liability in Sections 16 and 17 and apply.

#### **5. Third party advertising on the Guardian Site**

You will see advertising material submitted by third parties on the Guardian Site. Each individual advertiser is solely responsible for the content of its advertising material. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein.

If you want to advertise on the Guardian Site, please email the user help team at [userhelp@theguardian.com](mailto:userhelp@theguardian.com), and they will pass your details on to our advertising sales team.

## **6. User content**

Users of our site may be permitted to submit content for publication in various areas of the Guardian Site. Interactions with our site are governed by our Community Standards and Participation Guidelines accessible at [theguardian.com/community-standards](https://theguardian.com/community-standards) which are incorporated in these terms and conditions. You will be deemed to consent to these guidelines, and these terms and conditions, if you choose to post any content or comments to the Guardian Site.

When you submit content to us, you agree and represent that you have created that content, or you have received permission from, or are authorised by, the owner of any part of the content to submit it to the Guardian Site.

You or the owner of the content still own the copyright in the content sent to us, but by submitting content to us, you are granting us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, publish and/or transmit, and to authorise third-parties to use, publish and/or transmit your content in any format and on any platform, either now known or hereinafter invented.

You acknowledge and agree that when you post content on the Guardian Site or view content provided by others, you are doing so at your own discretion and risk, including any reliance on the accuracy, completeness, of that content. You further acknowledge and agree that the views expressed by you and other users in that content do not necessarily reflect the views of Guardian, and we do not support or endorse any user content. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Guardian Site.

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your content at our or their sole discretion. We may remove your content from use at any time.

We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.

You warrant that the content you submit to us is not obscene, threatening, harassing, libellous, deceptive, fraudulent, invasive of another's privacy, offensive, defamatory of any person or illegal. You warrant that the content you submit to us does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual. You agree not to (i) post content which is deliberately intended to upset or harm other users; (ii) use the Guardian Site to post or otherwise transmit content that victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, colour, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability; (iii) post or otherwise transmit any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Guardian Site or any computer software or hardware or telecommunications equipment; (iv) upload or otherwise transmit any content, or take any other actions with respect to your use of the Guardian Site, that would constitute, or would otherwise encourage, criminal conduct or give rise to civil liability; or (v) use the Guardian Site for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services.

You understand that the technical processing and transmission of the Guardian Site may involve (i) transmissions over various networks; and (ii) changes to content to conform and adapt to technical requirements of connecting networks or devices. Guardian assumes no responsibility for the deletion or failure to store

postings of content or other information submitted by you or other users to the Guardian Site.

If you are under 16, you confirm that you have permission of your parent or guardian to submit content.

Any queries regarding copyright and your content should be directed in the first instance to [rights@theguardian.com](mailto:rights@theguardian.com).

Readers of our print products submitting content to Guardian News & Media should [read our terms here](#).

## **7. Apps**

You may download certain Guardian apps (“Apps”) either from Guardian Sites or from third party app stores or shops. All of these terms apply to the maximum extent relevant to your use of the Apps (and in particular, the terms of section 6 apply where you are using an App to submit user content to the Guardian Sites).

In addition to the limitations on our liability set out in Section 4, 16 and 17, we shall not be liable for any damage caused to or interference with any equipment or other Apps or content of any description.

## **8. Data protection**

To find out what personal data we collect and how we use it, please visit our privacy policy at [theguardian.com/help/privacy-policy](https://theguardian.com/help/privacy-policy).

## **9. Changes to these terms and conditions of use**

Please note that we may change these terms and conditions from time to time at our sole discretion and we reserve the right to do without your consent. Any revised terms and conditions will be applicable at the time of posting on the Guardian Site. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the Guardian Site after it has been posted.

## **10. Governing law & jurisdiction (except for US users)**

These terms and conditions are governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts, provided that use of the Guardian Site in the United States is governed by Section below entitled [Governing law & jurisdiction \(for US users\)](#)

## **11. Indemnification**

You agree to defend, indemnify, and hold harmless Guardian, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out a breach by you or any user of your account of these terms and conditions or privacy policy or arising out of a breach of your obligations, representation and warranties under these terms and conditions.

## **12. No waiver**

Our failure to insist upon or enforce any provision of these terms of service shall not be construed as a waiver of any provision or right of Guardian.

# **Additional terms of use for users in the United States and Australia**

## **13. Additional restrictions on user content for US users**

In addition to section 6 the terms in Section above, you agree not to use the Guardian Site to upload, post, e-mail, or otherwise transmit any content that you do not have a right to transmit under any law or regulation or under any contractual or fiduciary relationship (such as insider information, intellectual, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements and to intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and

Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any rules, regulations, orders, directives and the like having the force of law).

#### **14. DMCA notice for US users**

If you are a US copyright owner or an agent of a US copyright owner and believe that any user content or other content on the Guardian Site infringes upon your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act (“DMCA”) by providing our designated copyright agent with the following information in writing:

- (i) identification of the copyrighted work or works claimed to have been infringed;
- (ii) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- (iii) your contact information including name a address, telephone number, and, if available, an email address;
- (iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the owner of the work, its agent, or the law;
- (v) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (vi) your physical or electronic signature;

Guardian’s designated copyright agent to receive notifications of claimed infringement is: [dmca@theguardian.com](mailto:dmca@theguardian.com). Only DMCA notices should go to the designated copyright agent. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

#### **15. Governing law & jurisdiction (for US users)**

If you have accessed the Guardian Site from the US, these terms and conditions are governed by the laws of the United States of America and the laws of the



State of New York. You agree that exclusive jurisdiction for any claim or dispute with Guardian or relating in any way to your use of the Guardian Site resides in the courts of the County of New York, State of New York, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of New York, State of New York, in connection with any such dispute and including any claim involving Guardian News & Media LLC or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. You agree that any cause of action or claim that you may have with respect to your use of the Guardian Site must be commenced within one year after the act or omission giving rise to the claim or cause of action arose.

## **16. Additional disclaimers**

Visitors to the Guardian Site agree that their use of the Guardian Site is at their own sole risk. The Guardian Site is provided “as is” and “as available,” without warranty of any kind, either express or implied including but not limited to: (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, or usefulness of the content of the Guardian Site; and (ii) any warranties of title, warranty of non-infringement, or warranties of merchantability or fitness for a particular purpose. Guardian also makes no representations and warranties as to any linked sites and Guardian has no liability or responsibility with respect to your use of such sites. In some instances, content made available on the Guardian Site may represent the opinions and judgments of providers or users, such as user content. Guardian and its affiliates do not endorse nor shall they be responsible or liable for the accuracy or reliability of any statement made on the Guardian Site by anyone other than authorised Guardian employees acting in such capacity.

This disclaimer of liability applies to any damages or injuries caused by the Guardian Site, including, without limitation, those damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the content available on the Guardian Site; or (ii) any failure of performance, error, omission,

interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorised access to, alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action. Guardian does not warrant or guarantee that access to the Guardian Site will be uninterrupted or error-free.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

### **17. Limitation of liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN NO EVENT WILL GUARDIAN OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE, COST, EXPENSE OR LIABILITY OF ANY KIND ("LOSS") ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE GUARDIAN SITE, INCLUDING (WITHOUT LIMITATION): (i) DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT OR SOFTWARE OR LOSS OF RECORDS, INFORMATION OR DATA, LOSS OF USE OF DATA, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF OR DAMAGE TO REPUTATION, LOSS OF CAPITAL, DOWNTIME COSTS, LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT, OR LOSS OF ANTICIPATED SAVINGS OR BENEFITS; (ii) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS; OR (iii) ANY LOSS ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE GUARDIAN SITE. THE EXCLUSION OF LIABILITY IN THIS SECTION 17 APPLIES EVEN IF GUARDIAN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PARTICULAR KINDS OF LOSS, IN SUCH STATES OR JURISDICTIONS, GUARDIAN'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW (THEREBY MINIMIZING GUARDIAN'S LIABILITY TO YOU TO THE LOWEST AMOUNT THAT APPLICABLE LAW PERMITS).

### **18. Exclusion of warranties (for Australian users)**

The Australian Consumer Law may confer certain rights and remedies on you in relation to the provision by Guardian of goods and services under these terms and conditions. Notwithstanding the disclaimers and limitations of liability in Sections 4, 16 and 17 above, these terms and conditions do not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of the Australian Consumer Law or any other statute where to do so would: (i) contravene the relevant statute; or (ii) cause any part of these terms and conditions to be void and/or unenforceable ("Non-Excludable Obligation").

Except in relation to Non-Excludable Obligations, all conditions, warranties and other provisions implied or conferred by statute, custom, or the general law that impose any liability or obligation on Guardian are expressly excluded under these terms and conditions.

### **19. Non-Excludable Obligations (for Australian users)**

In relation to Non-Excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which our liability is not so limited under these terms and conditions), Guardian's liability to you for a failure to comply with any Non-Excludable Obligation is limited to: (i) in the case of services, the lowest of the cost of supplying the services again and payment of the cost of having the services supplied again; and (ii) in the case of goods, the lowest of the cost of replacing the goods, supplying equivalent goods or having

the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

### **Details of variations**

September 8 2005: Section 1 adapted to include reference to mobile phones. Section 7 adapted to include references to blogs and Been There service.

November 1 2005: Addition to Section 8 regarding email alerts for Guardian Jobs users.

When you register for Guardian Jobs services you will be asked to provide some further information.

If you have asked to receive email alerts about specific jobs the frequency with which you will receive these will depend upon the service that you have chosen. Additionally you will receive regular newsletters with information about developments with the Guardian Jobs website. If you have not subscribed to specific email alerts you will still receive these regular emails but can unsubscribe at any time.

We do not allow employers to view any of your personal details without your express consent.

Guardian Jobmatch only operates as an employment agency in relation to the hirer to the extent that it matches profiles submitted by jobseekers in response to existing job vacancies on the site. Guardian Jobmatch does not have any authority as an employment agency or otherwise to act for the hirer and does not effect introductions between hirers and jobseekers, or vice versa.

May 7 2008: Link to privacy policy inserted to replace text in Section 8 for consistency. Community Standards and Participation Guidelines incorporated in Sections 6 and 7.

1 February 2010: A reference to the Guardian headline service was removed from Section 3 and replaced with information about the NLA's ability to issue licences to certain news aggregators. In Section 6 the licence granted in respect of graphical and photographic works submitted to us was updated to include print use.

18 April 2011: Revised and merged terms for the submission of content by site users. Subsequent paragraphs renumbered.

19 September 2011: Modified to cover guardiannews.com and to introduce specific terms for users accessing the site in the US.

27 February 2012: New section included at 7 to address Apps and consequential section renumbering.

17 January 2013: Section 6 amended to include reference to under 16s submitting content. Section 7 modified to capture user content submitted via Apps.

2 May 2013: New Sections 18 and 19 included to introduce specific terms for users accessing the site from Australia. Amendments to section 17. Consequential amendments to other provisions.

30 July 2013: Modified to include reference to theguardian.com

25 May 2018: Updated reference to privacy policy in Section 8.

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