

EDITORIAL PRODUCTS - TERMS & CONDITIONS

1. ABOUT US

- 1.1 **JONES PUBLISHING LIMITED** (company number 06549013) (**we and us**) is a company registered in England and Wales and our registered office is at Acre House, 11/15 William Road, London, NW1 3ER. Our VAT number is 872 7374 90. We operate the brand “**Citywealth**” and associated websites <https://www.citywealthmag.com/> and www.leaderslist.co.uk.
- 1.2 To contact us, telephone our customer service team at 020 7487 5858 or email us at kjones@citywealthmag.com.

2. ABOUT THESE TERMS

- 2.1 These Terms and Conditions (**Terms**) apply to you if you or your organisation are featured within one of our Editorial Products.
- 2.2 “**Editorial Product**” means all editorial products created and published by Citywealth from time to time including but not limited to any reports, top lists, articles, features, posts or videos.
- 2.3 “**Marketing Licence**” means, subject to the Marketing Licence Fee, the licence to use the Citywealth logo in order to publicise your or your organisation’s feature in the Editorial Product in accordance with the Usage Guidelines.
- 2.4 “**Marketing Licence Fee**” means the fee payable by you or your organisation for the Marketing Licence.
- 2.5 “**Contribution**” means comment, interview, photograph or other content or information provided by your or your organisation in connection with any feature of you or your organisation in the Editorial Product.
- 2.6 “**Usage Guidelines**” means Citywealth’s guidelines for use of the Editorial Products in your publicity or marketing materials.
- 2.7 By participating in a feature you confirm that you accept these Terms and that you agree to comply with them.
- 2.8 You confirm that you are acting in your capacity as a representative of a business or company and not as a consumer, and you warrant that you have the authority to bind the business and/or company of which you are a representative to these Terms and that such business and/or company will comply with these Terms.
- 2.9 We may revise these Terms at any time. Any changes made to these Terms will be applicable from the date stated at the end of these Terms but will not apply to Editorial Products before the date of change.

3. EDITORIAL PRODUCTS

- 3.1 Relevant content for our Editorial Products is determined by our Editorial Products team. We may contact you for a Contribution in relation to any feature of you or your organisation in an Editorial Product.
- 3.2 You are responsible for ensuring that any Contribution provided by you is complete and accurate.

4. **INTELLECTUAL PROPERTY RIGHTS & MARKETING LICENCE**

- 4.1 All Editorial Products are the copyright of Jones Publishing Limited. All rights reserved. No part of any Editorial Product may be reproduced, stored, or transmitted, in any form or by any means including photocopying, recording, making screenshots, editing and reposting without our prior written permission. Please contact kjones@citywealthmag.com if you wish to discuss any such usage and to obtain a copy of our Usage Guidelines.
- 4.2 Except as expressly permitted by purchase of the Marketing Licence, you must not use the logo, brand name, or trade mark (together the “**Citywealth Marks**”) including but not limited to in any promotional materials, advertising, marketing or similar content, whether online or offline. Please contact kjones@citywealthmag.com if you wish to purchase a Marketing Licence. If you do not wish to purchase a Marketing Licence, you will not be entitled to issue any publicity using the Citywealth Marks.
- 4.3 All intellectual property rights in or arising out of or in connection with the Editorial Product (other than intellectual property rights in any materials provided by you to us in your Contribution) will be owned by us.
- 4.4 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use any materials provided by you to us in your Contribution for purpose of publishing the feature in the Editorial Product and on our website.
- 4.5 You grant us the right to issue publicity relating to the Editorial Products and to use and publish your name, photograph or likeness, and bio for such purposes.

5. **DATA PROTECTION**

- 5.1 We each agree to comply with the requirements of all applicable laws in force from time to time relating to the use of personal data.
- 5.2 We process personal data in accordance with the privacy notice available on our website <https://www.citywealthmag.com/privacy-policy>.
- 5.3 You confirm that you have all necessary notices, consents and lawful bases in place in relation to any personal data you may share with us.

6. **LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 6.1 Nothing in the Agreement shall limit or exclude any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded under applicable law.
- 6.2 Subject to Clause 6.1, our total liability to the you arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of: (i) total sums you have paid to us in the 12 months preceding the date the liability arise or (ii) £100.
- 6.3 Under no circumstances shall we be liable for any indirect or consequential loss.
- 6.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by any act or event beyond our reasonable control.

7. **CONFIDENTIALITY**

- 7.1 Except as expressly permitted in these Terms, we each undertake at any time not to disclose to any person any confidential information concerning the business, affairs, customers or clients of the other party, except to our respective professional advisers (under similar obligations of confidentiality) or as required by law.
- 7.2 You are responsible for ensuring that information in your Contribution does not contain any such confidential information.

8. **NOTICES**

- 8.1 When we refer to “**in writing**” in these Terms, this includes email.
- 8.2 Any notice or other communication given by one of us to the other under or in connection with these Terms must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 8.3 A notice or other communication is deemed to have been received (a) on signature of a delivery receipt or (b) if sent by email, at the time of transmission, or if this falls outside of business hours (9am-5pm, Mon-Fri) in the place of receipt, when business hours resume.
- 8.4 The provisions of this Clause will not apply to the service of any proceedings or other documents in any legal action.

9. **GENERAL**

- 9.1 These Terms represent the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.
- 9.2 We may assign or transfer our rights and obligations to another entity. You may only assign or transfer your rights or your obligations to another person if we agree in writing.
- 9.3 Any variation of these Terms only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 9.4 If we do not insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 9.5 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 9.6 These Terms are between you and us. No other person has any rights to enforce any of its terms.
- 9.7 These Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the English courts.

These Terms were last updated on [26 April 2022]

Usage Guidelines

These Usage Guidelines apply to your use of Citywealth Editorial Products in your publicity or marketing materials.

1. Editorial Products comprise all products created and published by Citywealth from time to time including but not limited to any reports, top lists, articles, features, posts or videos.
2. No part of any Editorial Product may be reproduced, stored, or transmitted, in any form or by any means including photocopying, recording, making screenshots, editing and reposting without Citywealth's prior written permission.
3. After first obtaining Citywealth's written permission, if you wish to use any part of an Editorial Product in your publicity or marketing the following conditions of such usage apply:
 - a. Citywealth Articles & Reports – you may use up to 50 words from the introduction of any such article or report. You must include a link to the original article hosted on citywealthmag.com.
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 - c. Citywealth Editorial List/Top List – you must have Citywealth's written consent in order to be able to share, mention or quote from Editorial or Top Lists.
4. Citywealth may issue further Usage Guidelines for new Editorial Products from time to time.
5. Please note that you are not entitled to use the Citywealth logo, brand name, or trade mark in any promotional materials, advertising, marketing or similar content, whether online or offline, unless you have obtained a Marketing Licence from Citywealth.