

TERMS OF USE for Website Visitors and Users

1. Use of these Terms of Use

- 1.1. These general Terms of Use ('Terms') set out Your rights and obligations, and those of the WMILAR, in relation to this Site and its Content (as defined below).
- 1.2. These and any additional Terms constitute Your entire Agreement ('Agreement') with the WMILAR.
- 1.3. You agree to these Terms every time you access any part of the Site or make use of any of its Content or of the services of the WMILAR.
- 1.4. We reserve the right to amend these Terms occasionally. Subscribers will be notified of any such changes through the WMILAR's official channels in a timely manner, which will become effective upon publication. Continued use of the Site after such modifications constitutes Your acceptance of the new Terms.
- 1.5. Each of these Terms is separate from all others. Therefore, any part, provision, representation, or warranty of this Agreement that is prohibited or that is held to be invalid, void, unenforceable, or illegal under any applicable law, shall be ineffective to the extent of such prohibition without affecting the validity of the remaining provisions hereof. The remaining provisions shall remain in full force and effect, and the parties shall replace the invalid, void, unenforceable, or illegal provision with a valid, enforceable, and legal provision that most closely matches the intent of the original provision.
- 1.6. If You do not agree to these Terms in full, You must not access any part of the Site or make use of any of its Content or of the services of the WMILAR. Non-acceptance of these Terms disqualifies You from such access or use.
- 1.7. You agree to comply with all applicable laws and regulations in your access to the Site and use of its Content.

2. Meanings

- 2.1. Certain words used have the meanings given below:
 - 2.1.1. 'Affiliated Entities' includes sponsors, hosts, collaborators, judges, evaluators, and trainers affiliated with the WMILAR.



- 2.1.2. 'Attendee' includes anyone who attends any event organised by or on behalf of the WMILAR, regardless of the capacity in which they attend the event.
- 2.1.3. 'Content' includes, but is not limited to, all text, graphics, and images that appear on the Site, and the design, look, and feel of the Site itself.
- 2.1.4. 'Equipment' means all such compatible equipment, software, and communications lines (including any public communication lines) required by you to properly access the Site.
- 2.1.5. 'Intellectual Property Rights' means:
 - 2.1.5.1.design rights, know-how, logos, and work produced by or under the auspices of the holder (whether registered or not);
 - 2.1.5.2.any trade, brand, or business names, and any distinctive sounds used to differentiate the goods and services of a business;
 - 2.1.5.3.utility models;
 - 2.1.5.4.copyright (including all such rights in computer software and databases);
 - 2.1.5.5.moral rights;
 - 2.1.5.6.any rights or forms of protection of a similar nature to any of the above and having equivalent or similar effects to any of them; and
 - 2.1.5.7.all or any other intellectual or industrial property rights whether or not registered, or capable of registration, in each case whether subsisting now or in the future in any part of the world and including all applications and rights to apply for any of such rights together with all or any goodwill relating to such rights.
- 2.1.6. 'Logo' means the official logo the WMILAR, which may be used on the website, in promotional materials, and in any other formats or for any other purposes related to the Products or Operations.
- 2.1.7. 'Material' refers to material, downloadable or otherwise, relating to the WMILAR or its Products or Operations, that is available on the Site and/or in communication from the WMILAR, including, without limitation, on social media sites and in emails and newsletters.
- 2.1.8. 'Owner(s)' refers to the Director(s) of the WMILAR, registered as such in its incorporation paperwork.
- 2.1.9. 'Personal Information' means the personal information provided in the registration application for any Operation or in any subscription to the newsletter or any other communication from the WMILAR.
- 2.1.10. 'Product' refers to goods or services.
- 2.1.11. 'Site' refers to the WMILAR official website, located at www.wmilar.com, which hosts information including, without limitation, about the WMILAR, Products, and Operations, as well as the content on it.



- 2.1.12. 'Staff' refers to all those who work for the WMILAR pursuant to an agreement, whether as employees or as independent contractors, whether permanent or temporary, whether full-time or part-time, and whether or not for remuneration.
- 2.1.13. 'Third Party' means any party other than You or the WMILAR, who is not a party to this agreement.
- 2.1.14. 'Third Party Content' means the material on the Site or accessed through the Site that is controlled by Third Parties, whether affiliated or not.
- 2.1.15. 'Visitor' refers to any entity who visits the Site.
- 2.1.16. 'We', 'Us', and 'Our' refers to the WMILAR and its Owners and Staff.
- 2.1.17. 'WMILAR' means the organisation registered as the World Moot on International Law and Animal Rights, Inc., with the business address c/o Global Research Network, 8 The Green, STE B, Dover, Kent County, DE 19901.
- 2.1.18. 'You' and 'Your' means the person entering this Agreement.

3. Contact Between Us

- 3.1. You are responsible for ensuring that Your instructions (including all details that the WMILAR may require to carry out Your instructions) and all information You provide are accurate and complete. We are not liable for any loss or damage suffered or caused if Your instructions or information are in any way inaccurate or incomplete, and Our records will be conclusive evidence of Your instructions. We may in our absolute discretion refuse to carry out any instruction or reverse any action taken by Us in response to any instruction.
- 3.2. We are not liable for any errors or omissions in the information provided to Us nor for any loss or damage to You or any Third Party incurs as a result of relying on such information.
- 3.3. If You unsubscribe from receiving WMILAR email notifications and thereby miss important updates (including changes to the time of live events which You may have registered to attend), We will not accept responsibility for any loss (financial or otherwise) arising as a result of Your unsubscribing, provided You would have been contacted correctly had You not unsubscribed from receiving WMILAR emails.

4. Privacy Policy and Use of Personal Information

- 4.1. The WMILAR's Privacy Policy and general Terms of Use are held separately on the Site, at the footer on each page.
- 4.2. You may request a change to Your Personal Information according to the terms of the WMILAR Privacy Policy.
- 4.3. You must <u>under no circumstances</u> provide Us Personal Information of any individual without their express consent. We accept no liability arising from your use or misuse of another individual's Personal Information.

5. Access to WMILAR Internet-based Services and Products

5.1. We may suspend or terminate your access and use (in whole or in part) of the Site at any time with or without notice.

- 5.2. We shall control, direct, and establish technical procedures for using the Site (and we may vary them from time-to-time). You must follow our instructions and adhere to WMILAR procedures as given on the Site when using any the WMILAR web-based service.
- 5.3. We reserve the right to reject or annul any subscription.
- 5.4. We do not guarantee the availability, reliability, or accuracy of the Content provided (either as featured or at all). The Site and Content is provided for your general information only; we advise that, although the WMILAR makes every effort to maintain the accuracy of information on the Site, content may not be accurate and complete and is provided 'as is'. Therefore you should not plan to do, or refrain from doing, something in reliance upon content without first checking the accuracy of the relevant content by some other means.
- 5.5. We regularly maintain and regularly update the Site. The Content featured on the Site is subject to change at any time with or without notice.
- 5.6. We may remove any postings or other interaction at our entire discretion.
- 5.7. We may change the minimum specification required to access the Site at any time. We shall attempt to notify You of such a change by, for example, placing a general message on the Site or through amendment of these Terms. We shall not be liable to you if any such change in specification results in your equipment becoming incompatible with the Site or becoming unable to perform, within the Site, all of the functions previously performed.
- 5.8. You are responsible for obtaining and maintaining your equipment and for ensuring that it is compatible with the Site. You are responsible for getting an appropriate connection with a telecommunications provider in order to access the Site. We have no responsibility or liability with respect to Your equipment or connection.
- 5.9. You will be responsible for the cost of all charges you incur in accessing and using the Site.
- 5.10. We cannot guarantee the speed with which you will be able to access and use the Site (as it will depend upon factors such as the specification of your equipment and the number of people using the Site) or that you will have uninterrupted or continuous access to the Site.
- 5.11. We have no obligation to monitor, censor, or edit the content of any material transmitted or received by You or other users of the Site. You are responsible for the content of any material You transmit.
- 5.12. You must ensure that any material and/or information downloaded or otherwise obtained through the use of the Site is at Your own discretion and that You will be responsible for any damage to your equipment or loss of data that results from the download of such material and/or data.
- 5.13. We shall make endeavours to keep the Site free from viruses and corrupt files but we do not warrant that the Site is free from infection by viruses or anything else with contaminating or destructive properties. We recommend that you 'virus check' all



information sent to you by us. We shall not be liable for any corrupt information sent to you by us or for any corrupt information you send to us.

5.14. You must not:

- 5.14.1. introduce or attempt to introduce any virus or any other contaminant to the Site or any of our computer systems;
- 5.14.2. in any way attempt to access, alter, de-compile, reverse engineer, destroy, or otherwise tamper with any part of the Site or any of our computer systems;
- 5.14.3. interfere with the use of another person's access to or use of the Site;
- 5.14.4. obtain access to information relating to another person which is on our computer system; or
- 5.14.5. use or attempt to use the Site or any of our computer systems for any unlawful or immoral purpose.
- 5.15. In using the Site You must ensure that any such interaction by You or through Your email address must not:
 - 5.15.1. be capable of infringing the Intellectual Property Rights or other rights of any person;
 - 5.15.2. breach any applicable law or regulation; or
 - 5.15.3. be perceived as inappropriate, offensive, or misleading.

6. Linking to the Site

- 6.1. You must not link to the Site for commercial purposes without our written agreement.
- 6.2. Other than as above, we encourage businesses and others to link their sites to the Site. However, if you wish to establish a link to the Site or any of its content, we require that the link does not open within a frame-set of another website but in a new window, to ensure that our content is understood to be ours.

7. Third Party Content, 'Partners', and Links from the Site

- 7.1. We are not responsible for the content of Third Party sites that are linked to the Site or for Third Party Content. They are independent of us, and their content is not endorsed or approved by us, even where the Third Party in question is stated to be a 'host', 'collaborator', 'sponsor', etc. of WMILAR.
- 7.2. We have Affiliated Entities: persons (corporate or otherwise) with whom we have developed mutually beneficial relationships, and some of whom we have signed MOUs with. If you agree to purchase goods or services offered on or through Affiliated Entity or Third Party sites, or if you agree to work with Affiliated Entities or Third Parties, the resulting agreement will be entirely between you and them. We shall not be responsible for any personal injury, property damage, loss of profit, or other injury, damage, loss, or harm, whether direct, indirect, consequential, or incidental, relating to purchase from or work undertaken with Affiliated Entities or Third Parties that are featured in or linked to the Site.

Last updated: 8 May 2024

8. Intellectual Property Rights of the WMILAR and/or Its Owners

8.1. Our Site and Material, including, without limitation, the content produced by or on behalf of the WMILAR, are owned by or are licensed to the WMILAR and/or its Owner(s). As such, they are protected by Intellectual Property Rights.

- 8.1.1. The WMILAR and/or its Owners retain, *inter alia*, all patents, copyrights, trademarks, trade secrets, and other Intellectual Property Rights in connection with the WMILAR.
- 8.1.2. You may not reproduce, use, publish, disclose, or make accessible any material to anyone without the explicit written consent of the WMILAR.
- 8.2. You are granted a limited, non-exclusive licence to access and use the Site and Material for the purpose of learning about the WMILAR and/or learning about, registering for, and participating in the Operations.
 - 8.2.1. Such limited right of use shall not confer on You any rights in the Site and/or Material other than the rights expressly granted by these Terms.
 - 8.2.2. Any use beyond the scope outlined in these Terms requires explicit written permission from the WMILAR
- 8.3. You are granted a limited, non-exclusive licence to view, print, download, or store temporarily extracts from the Site for their reference or to apply, access, or use the Products featured on the Site.
 - 8.3.1. No other use of the Site or Material or derivative work thereof, including, without limitation, the creation, utilisation, extraction, duplication, reproduction, alteration, modification, deletion, exploitation, distribution, transmission, sale, resale, of them, in any medium (including, without limitation, by the Internet), is permitted.
 - 8.3.2. Any use beyond the scope outlined in these Terms requires explicit written permission from the WMILAR.
- 8.4. Certain names, words, images, or logos identifying the WMILAR and the Products featured on the Site are the trade names and/or trademarks, registered or unregistered, of the WMILAR and/or its Owners.
- 8.5. Unauthorised use, reproduction, or modification of WMILAR's Logo is strictly prohibited. The Logo must not be used in any way that could cause confusion or in any manner that discredits the WMILAR.
- 8.6. The names and logos of Third Parties mentioned on the Site and/or in Third Party Content may be the trade names and/or trademarks, registered or unregistered, of those Third Parties.
- 8.7. Where downloads of Third Party software are made available on the Site, they are owned by the Third Party licensor in question and will be subject to any privacy policy and/or terms of use applied by the relevant Third Party.



- 8.8. If You own Intellectual Property that appears on the Site without Your consent, please notify Us at enquiries@wmilar.com and We will investigate the allegation immediately and take down the content if necessary.
- 8.9. You agree to respect the Intellectual Property Rights of the WMILAR, its Owners, and Third Parties at all times.
 - 8.9.1. Should You become aware of any unauthorised use of the Site and/or the Materials on it or any other Intellectual Property Rights related to the WMILAR, You are obligated to notify the WMILAR immediately.
 - 8.9.2. We reserve the right to take any action deemed necessary to protect Our Intellectual Property Rights, including, without limitation, removing a Participant's submission from the Competition.

9. Communication and Complaints

- 9.1. You agree to receive communication from Us and Affiliated Entities, including updates, notifications, and other relevant information.
- 9.2. All communication, including complaints, related to any Terms, Privacy Policy, Site, Products, or Operations should be directed to enquiries@wmilar.com.
- 9.3. The WMILAR will make reasonable efforts to address and resolve complaints in a timely and fair manner. The WMILAR will decide, in its sole discretion, on Your complaint within a 28-day period of receiving it, and will communicate the decision to You using the contact information extracted from Your communication to the WMILAR. If the WMILAR is unable to decide within this 28-day period, it shall communicate the fact of and reasons for the delay to You within the 28-day period, and make all reasonable efforts to decide on Your complaint as soon as possible, and in any event within 90 days of receipt.

10. Liability, Indemnity, Governing Law, and Dispute Resolution

- 10.1. To the fullest extent permitted by law, We exclude all liability for any personal injury, property damage, loss of profit, or other injury, damage, loss, or harm, whether direct, indirect, consequential, or incidental, irrespective of whether it arises due to the Our failure, error, or delay, that You may suffer, including from Your use of Products or participation in Operations.
- 10.2. Any liability We may have to you will be limited to the actual amount of any loss or damage You incur or suffer.
- 10.3. We are not liable for acts, omissions, or policies of any Affiliated Entities, (other) Staff, Visitors, Users, Registrants, Participants, or Attendees, or for any personal injury, property damage, loss of profit, or other injury, damage, loss, or harm arising from or relating to such in connection with Products or Operations.
- 10.4. We are not liable for any errors, delay, or failure to perform obligations under this Agreement if this is due to anything beyond the Our reasonable control, such as:
 - 10.4.1. acts of God, war, terrorism, pandemics, strikes, lockouts, industrial action, labour disputes, fire, flood, explosion, governmental acts or regulations;



- 10.4.2. the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link;
- 10.4.3. a card not being accepted by a retailer, Third Party software, terminal, cash machines, or otherwise, for whatever reason.
- 10.5. We are not responsible for any technical malfunctions of any network, computer, online systems, servers, providers, computer equipment, software, etc. on the website, or any combination thereof, including for any injury or damage to Your computer hardware or software related to or resulting from using, accessing any information, clicking any link, or downloading any materials from, the Site.
- 10.6. You agree to indemnify, defend, advance expenses, and hold harmless the WMILAR from and against any claims, losses, damages, liabilities, penalties, or expenses of any type, including reasonable attorneys' fees and expenses, incurred by them in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, arising out of Your use of services and products provided by Us.
- 10.7. You will be liable to Us for, and agree to indemnify Us against, all actions, claims, costs, damages, demands, expenses, liabilities, losses, and proceedings We directly or indirectly incur, or which are brought against Us if You have:
 - 10.7.1. acted fraudulently;
 - 10.7.2. been negligent;
 - 10.7.3. misused or abused these Terms; or
 - 10.7.4. breached any Agreement with Us.
- 10.8. You will be liable to Us for, and agree to indemnify Us against, all actions, claims, costs, damages, demands, expenses, liabilities, losses, and proceedings We directly or indirectly incur, or which are brought against Us except:
 - 10.7.1. in the case of a fraud to which You were not a party (unless You have failed to make any required notification, acted fraudulently, been negligent, misused or abused these Terms, and/or breached any Agreement with us); or
 - 10.7.2. if You can prove a relevant failing or error on the part of the WMILAR.
- 10.8. If We do not enforce any of the rights We have under this Agreement, or if we delay in enforcing them, that does not prevent Us from taking any action to enforce our rights in the future.
- 10.9. These Terms and this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the United States of America ('USA'), without giving effect to conflict of laws. The parties hereby submit to the sole and exclusive jurisdiction of the state and federal courts in the USA, including in relation to any dispute arising out of or in connection with these Terms or this Agreement.
- 10.12. Before commencing any court proceedings, You agree to exhaust the complaints procedure of the WMILAR (outlined in Clause 9), and then at least one of the following



alternative dispute resolution mechanisms: mediation, negotiation, or arbitration, as may be agreed or as may be provided for by any pre-action protocols in the jurisdiction of the courts of the USA. This is without prejudice to either party's legal rights.

11. Survival

11.1. Clauses 1-11 shall survive termination of this Agreement.

