

Frank News UK (franknews.co.uk/terms-of-use)

Frank Licence and Terms of Use

A. Preamble

1. Welcome

1.1 Welcome to franknews.co.uk (**Frank**), a news website operated by Pagemasters Editorial Services Limited (**our, we** or **Pagemasters**), a company registered in England and Wales and part of the Mediality Pty Ltd (**Mediality**) group of companies. Our registered office is at 55 Baker St, London, W1U 7EU. Our company number is 07484510. Our VAT number is 243 5486 55. We provide Frank on behalf of UBT Holdings Limited (**UBT**).

1.2 You are entering into this Licence with Pagemasters because you wish to access Frank. We have set out below the licence and terms of use of Frank (**Licence**). Pagemasters is entitled to use the benefit of this Licence for its affiliates, agents, sub-contractors, third party suppliers and the Mediality Group. The term “**you**” or “**your**” refers to the company or person that subscribes to or uses Frank.

1.3 You can contact us by contacting our customer service team at hello@franknews.co.uk

B. Licence

2. This Licence

2.1 Please read this Licence carefully before subscribing as it sets out the terms and conditions on which we supply Frank to you. By subscribing, you enter into a legally binding agreement with Pagemasters on the terms of this Licence.

2.2 If you are authorised by Pagemasters to grant Authorised Users access to Frank, you agree to procure that each of your Authorised Users agree to the terms of this Licence and that they comply in full with them.

2.3 Capitalised terms have the meaning given to them under "Definitions" below unless they are defined elsewhere in this Licence.

2.4 We amend these terms from time to time. Every time you wish to use Frank, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 6 October 2022, and supersede all previous versions.

3. Term

This Licence comes into effect on the date you subscribe and continues until terminated by either party in accordance with this Licence.

4. Access to Frank

4.1 For the duration of this Licence, Pagemasters grants you a non-exclusive, non-transferable licence to access and use Frank for the Permitted Use only.

4.2 From time to time, Pagemasters may add, vary, or remove features or functionality of Frank. However, if we change any of the main characteristics of Frank we will notify you of such changes in advance to give you time to consider whether you wish to continue using Frank or whether you would prefer to cancel your

contract under clause 12.2. For mobile applications, you may need to install a new or updated version before they receive the benefit of those changes.

4.3 Frank News UK is only directed at users living in the United Kingdom. If you access Frank from outside of the United Kingdom, you do so at your own risk and are responsible for complying with all local laws. We do not represent that content available on or through Frank is appropriate for use or available in other locations.

5. Your account

5.1 You must set up an account with Pagemasters in order to access Frank. You warrant that the information provided by you in setting up the account is true, accurate, current and complete, and you agree to maintain and promptly update any changes to your account information.

5.2 Pagemasters reserves the right, at its sole discretion, to refuse your registration, or cancel accounts Pagemasters deems inappropriate.

5.3 You may upgrade or downgrade your account at any time by following the prompts when you are logged into your account.

5.4 If you are authorised by Pagemasters to grant Authorised Users access to Frank, you will implement commercially reasonable means to ensure that Frank is only accessed by Authorised Users. You will also ensure that the number of Authorised Users who access Frank does not exceed the number specified when you created your account or any other number agreed by Pagemasters at any time.

5.5 If you downgrade your account:

- (a) the downgrade will become effective at the start of the next month's billing cycle;
- (b) no refunds will be paid in respect of any unused portion of any higher account offering; and
- (c) you may lose data, content, features or capacity of your account.

5.6 If you upgrade your account:

- (a) the upgrade will become effective upon payment of the relevant Charges;
- (b) any Charges you paid in advance will be credited to their new upgraded account; and
- (c) unless otherwise agreed, Pagemasters will charge your credit card for any net amount due as a result of the upgrade and your account renewal date will be reset to the next available billing day.

6. Charges

6.1 In consideration of you accessing Frank, you must pay Pagemasters the Charges, either monthly or annually in advance. All Charges are subject to change at any time, and it is your responsibility to review the Pricing Schedule from time to time. New Charges will become effective at the start of the monthly billing cycle.

6.2 Unless otherwise agreed, the Charges must be paid with a valid credit card. If Pagemasters is unable to effect automatic payment of the Charges via your credit card, you will be notified via email and Pagemasters reserves the right to, without liability to you, to suspend your access to and/or use of Frank until the relevant Charges (and interest) are paid.

6.3 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This

interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

7. Intellectual property

7.1 Nothing in this Licence will operate to transfer or grant to you any licence, intellectual property rights or the right to use Frank, except those rights expressly given under this Licence. Pagemasters retains all rights not expressly transferred or granted to you.

7.2 You acknowledge and agree that:

(a) all intellectual property rights in the Pagemasters Materials, Frank (excluding the UBT Materials) are owned or licenced by Pagemasters, or Pagemasters' third party suppliers, at all times (**Pagemasters IP**) and all intellectual property rights in the UBT Materials are owned by UBT at all times (**UBT IP**), and you agree not to challenge or do anything inconsistent with such ownership; and

(b) you do not have any rights to Pagemasters IP or UBT IP except those granted under this Licence.

7.3 You warrant that you own, or are authorised to use, the intellectual property rights in any data you wish to submit to Frank (such data must be first prior approved by Pagemasters and/or UBT) and you indemnify Pagemasters against any loss or damage Pagemasters incurs arising from such data. You grant Pagemasters an irrevocable, royalty-free licence to use your intellectual property rights for the purpose of uploading that data (where applicable) to Frank.

7.4 You must:

(a) not remove, conceal or obliterate any copyright or other proprietary notice included in Frank;

(b) not (and must ensure Authorised Users do not):

(1) reproduce, distribute, transmit, publish or otherwise transfer, or commercially exploit the Pagemasters IP, or provide copies of the Pagemasters IP to third parties;

(2) make any copies or derivatives or modify or communicate or publish any of the Pagemasters IP;

(3) enhance, customise or otherwise modify the Pagemasters IP;

(4) use or permit the use of Frank in any way that compromises the integrity of Frank or which infringes any intellectual property or other rights or interests of Pagemasters;

(c) also ensure that Authorised Users observe and comply without delay with all instructions from Pagemasters regarding corrections to or instructions not to access, use or otherwise of items from Frank. You must also, and must ensure that Authorised Users also, comply with warnings, notices or instructions presented in or accompanying any part of Frank.

8. Your obligations

8.1 You are responsible for:

(a) all activity that results from use of Frank through your account (including the activity of Authorised Users), unless such activity arises from Pagemasters' negligence, wilful misconduct, or breach of its obligations under this Licence;

(b) maintaining the security of your account, username, passwords, and files and for all uses of the account and of Frank in your name; and

(c) all content, materials, and information that you request that Pagemasters uploads and/or transmits or uses relating to Frank, and backing-up such content, materials and information.

8.2 If you suffer any loss in connection with Frank, you must take all reasonable steps to minimise your loss, including notifying Pagemasters without delay if there are steps Pagemasters can take to help minimise your loss.

9. Acknowledgements, warranties and indemnities by You

9.1 You acknowledge and agree that:

(a) in order to use all features of Frank, you require the latest version of a modern browser such as Firefox, Safari or Google Chrome and a stable connection to the Internet. Internet Explorer is not supported. Frank may work in a limited manner otherwise but is optimised for use on modern browsers;

(b) the operation and availability of the system used for accessing Frank can be unpredictable and that down-time of Frank, either scheduled or unscheduled, may occur from time to time;

(c) Pagemasters does not guarantee that Frank will be free from viruses or other conditions which could damage or interfere with data, hardware or software with which they might be used and you will ensure that you use appropriate and up to date virus protection software when accessing Frank;

(d) Frank may contain materials produced or provided by third parties (including UBT Materials) or you may access links to third party websites through Frank. By accessing such content, you acknowledge and agree that:

(i) use of such third party websites or content may be subject to terms and conditions of the third party;

(ii) Pagemasters does not represent, endorse or warrant the accuracy, quality, reliability or nature of the content of any linked website whatsoever and you access such third party websites or content at your own risk; and

(iii) Pagemasters is not liable for any losses, damages or other liabilities incurred as a result of your use of any third party websites or content accessed through Frank or for content uploaded to, accessed via, and/or sold or made available through Frank, whether by Pagemasters or any third party;

(e) Frank is provided on an 'as is' and 'as available' basis and your use of Frank is at your sole risk. Subject to clause and Your Consumer Rights, under no circumstances will Pagemasters, or any of its officers, representatives or personnel, be liable to you, your Authorised Users or any third person for any loss or damage (including direct, indirect exemplary, special, incidental, cover, reliance or consequential damages, loss of profits or revenue, business interruption, loss of data, business opportunities, business interruption or personal injury), arising out of or in connection with Frank; and

(f) Pagemasters may use third party suppliers to provide hardware, software, networking, connectivity, storage and other technology to Frank and that Frank may be subject to limitations, delays and other problems inherent in the use of such services. The delays, problems, acts and omissions of those third party suppliers are in most cases outside of Pagemasters' control and Pagemasters does not accept any liability for any loss or damage suffered as a result.

9.2 You warrant that:

(a) You will, and will ensure that your Authorised Users, comply with all applicable laws when using Frank;

(b) You will not and will ensure that your Authorised Users do not violate or attempt to violate the security of Frank;

(c) You will not and will ensure that your Authorised Users do not use Frank to send or make available any unsolicited or unauthorised advertising, solicitations or promotional materials;

(d) You will not and will ensure that your Authorised Users do not impersonate any person or entity or otherwise misrepresent themselves or enter into any fraudulent activities;

(e) You will not and will ensure that your Authorised Users do not hack into Frank, other websites, Pagemasters' computer systems or the computer systems of other users of Frank. Hacking includes unauthorised access, malicious damage and/or interference and includes mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website; and

(f) You will not, and will ensure that Authorised Users do not, use Frank to store, distribute or publish racist, abusive, discriminatory, defamatory or sexual content, content glorifying violence or other illegal content in violation of any applicable laws, content that Pagemasters deems inappropriate in its sole discretion, or content that infringes the intellectual property rights or other rights of any third party.

9.3 You indemnify, defend, release and hold harmless Pagemasters for and against all loss and damage incurred by Pagemasters and any third parties arising directly or indirectly from, or in connection with, your account, your use of Frank, any breach of this Licence, your use of third party websites linked through Frank and any content you submit via Frank (including third party claims for infringement of intellectual property rights or other rights).

9.4 In respect of any UBT Materials are included in Frank, you:

(a) acknowledge and agrees that Pagemasters will have no liability in respect of any claims or legal actions or any expenses or damages suffered or incurred by you as a result of the use, display or inclusion of the UBT Materials; and

(b) waives and releases Pagemasters from any liability in respect of such claims or legal actions or expenses and damages.

9.5 You agree that this clause 9 is enforceable by and for the benefit of Pagemasters, the Mediality Group and third party suppliers.

10. Liability

10.1 Pagemasters is responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of this, but Pagemasters is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 Pagemasters is not liable for business losses. Pagemasters only supplies Frank for domestic and private use. If you use Frank for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.3 Pagemasters makes no representation that Frank or the Publish Platform will be uninterrupted or free from defects, delays, faults or errors. Frank is not customised to meet the requirements of any individual user and we do not warrant that it will meet your specific requirements.

10.4 Pagemasters does not exclude or limit in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees,

agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to our services.

10.5 You agree that this clause 10 is enforceable by and for the benefit of Pagemasters, Mediality Group and their third party suppliers.

11. Privacy and confidentiality

11.1 Please read our Privacy Notice (at <http://mdt.link/privacy>) for information about how Pagemasters uses your personal information when you use Frank.

11.2 All information relating to Frank that could reasonably be considered by its nature to be confidential will be treated by you as confidential unless Pagemasters' gives its permission for you to use the information, or the information is in the public domain otherwise than by a breach of this Licence.

11.3 You agree to notify Pagemasters immediately if you become aware that any person may have unauthorised knowledge, access to, or use of Frank.

12. Termination

12.1 Pagemasters may terminate your access to Frank and this Licence at any time and with immediate effect by giving notice to you.

12.2 You may terminate this Licence at any time by giving notice to Pagemasters. Termination by you under this clause 12.2 will take effect at the end of your trial period if you do not take up a subscription, or at the end of your pre-paid billing period unless you are ending our agreement because we have not complied with our legal obligations to you.

12.3 If this Licence is terminated by either party in accordance with its terms then:

(a) you must immediately cease using Frank; and

(b) each party retains the rights, remedies and powers it has in connection with any past breach or claim that has arisen before the termination of this Licence.

12.4 If your account is cancelled or terminated for any reason:

(a) your account will be deactivated or deleted and your data may be deleted from Pagemasters' systems within thirty (30) days after the date of cancellation;

(b) you will be entitled to a refund of Charges paid in advance in respect of the period of service you have not received, unless we have terminated due to your acts or omissions;

(c) your content and data cannot be recovered;

(d) any statutory retention requirements with respect to your data or information remain your responsibility; and

(e) all clauses of this Licence which by their nature should survive termination will survive termination, including, clauses about ownership of intellectual property, warranties, disclaimers and limitations of liability.

12.5 Pagemasters reserve the right to monitor any and all content and your use of Frank. Pagemasters may, in its sole discretion, remove any content and/or suspend or terminate your use of Frank for any reason (including any alleged breach of any term of this Licence).

13. General

13.1 Charges and Tax

(a) Charges are inclusive of VAT. If the rate of VAT changes between your order date and the date we supply the services, Pagemasters will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

(b) If you are required by any law or regulation to make any deduction or withholding from any payment to Pagemasters, you must provide to Pagemasters the certificate of the payment of such deductions or withholding from the Inland Revenue or any other relevant equivalent revenue authority and prepare a Non-Resident Withholding Tax withholding certificate for Pagemasters no later than 14 working days before the end of the payer's tax year end.

13.2 Notices

Each party agrees to receive notices at its address, facsimile number and email address (as amended with notice from time to time):

For Pagemasters: Managing Director, Pagemasters, 2 Holt St, Surry Hills, NSW 2010, Australia.
Email: hello@franknews.co.uk with a copy to support@pagemasters.com.au; and

For you: your name, address and contact details that were provided to Pagemasters upon the commencement of this Licence.

13.3 Force majeure

Pagemasters will not be in breach of this Licence and will not be liable to you for delay or failure to perform an obligation due to a Force Majeure Event provided that we take steps to minimise the effect of the delay. If there is a risk of substantial delay you may contact us to end this Licence and receive a pro-rated refund of any subscription fees you have paid in advance for the unused period of your subscription.

13.4 Variation

Pagemasters may change this Licence at any time. If Pagemasters changes this Licence, the new Licence will appear on Frank. You are responsible for checking Frank regularly for any new Licence. Using Frank after any changes are made to this Licence means you agree to the new Licence. If you do not agree to the new Licence, you must stop using Frank.

13.5 Assignment

You may not assign or otherwise deal with its rights, obligations or remedies under this Licence without the prior written consent of Pagemasters.

13.6 Severability

If any term or provision of this Licence is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed and the remaining terms and conditions will be unaffected.

13.7 Survival of obligations after termination

Termination of this Licence does not relieve any party from that party's obligations under clauses 7, 8, 9, 10, 11 and 12.

13.8 Governing law and jurisdiction

This Licence is governed by English law and you can bring legal proceedings in respect of Frank in the English courts. If you live in Scotland you can bring legal proceedings in respect of Frank in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of Frank in either the Northern Irish or the English courts.

14. Definitions

In this Licence, the following words have these meanings unless the contrary intention appears:

14.1 **Mediality** means Mediality Pty Limited ABN 88 006 180 801.

14.2 **Mediality Group** means Mediality and each Related Body Corporate of Mediality.

14.3 **Applicable Laws** means all laws, directions, codes, regulations, rules and requirements in relation to, or having application to Frank.

14.4 **Authorised User** means any person accessing Frank by entering a user name and password associated with you.

14.5 **Charges** means the charges set out in the Pricing Schedule in respect of Frank.

14.6 **Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **Controls** and **Controlled** shall be construed accordingly.

14.7 **Deed of Alliance** means the Deed of Alliance between Pagemasters and UBT.

14.8 **Force Majeure Event** means any cause beyond a party's reasonable control, such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, industrial disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of online services).

14.9 **Licence** means this document including any schedule or annexure to it.

14.10 **Pagemasters** means Pagemasters Editorial Services Limited.

14.11 **Pagemasters Materials** means text, multimedia and other content owned or licensed by Pagemasters and its Related Body Corporate.

14.12 **Permitted Use** means solely for your internal personal use and not for modification, storage, copying, up or downloading, posting, transmission, republication, redistribution, dissemination, publication, broadcast, communication or exploitation (whether commercially or otherwise) by any person in any form using the internet or by any method whatsoever.

14.13 **Pricing Schedule** means the schedule of prices available at <https://www.franknews.co.uk/signup>

14.14 **Publish Platform** means the Pagemasters Publish Platform owned by Pagemasters.

14.15 **Related Body Corporate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

14.16 **UBT Materials** means all materials supplied by or on behalf of UBT or its Related Body Corporate to Pagemasters under the Deed of Alliance or which UBT directs that Pagemasters obtain from any third party for the purposes of providing Frank to you.

14.17 **You** means the person or organisation who entered into this Licence with Pagemasters.

15. Interpretation

In this Licence, the following applies, unless the contrary intention appears:

15.1 Reference to:

(a) anything (including any amount or any provision of this Licence) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them.

(b) money (including “£”) is to British currency; and

(c) a day or a month means a calendar day or calendar month;

(d) time is a reference to Greenwich Mean Time;

(e) a body which has been reconstituted or merged must be taken to be to the body as reconstituted or merged, and a body which has ceased to exist and the functions of which have been substantially taken over by another body must be taken to be to that other body;

(f) a group of persons is a reference to any two or more of them taken together and to each of them individually;

(g) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

(h) a person includes an individual, a firm, a body corporate, an unincorporated association or an authority;

(i) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) any contract (including this Licence) or other instrument includes any variation or replacement of it;

(k) the singular includes the plural and the plural includes the singular;

15.2 An obligation, representation or warranty on the part of or in favour of more than one person binds or is for the benefit of each of them separately and all of them jointly.

15.3 No party enters into this Licence as agent for any other person (or otherwise on their behalf or for their benefit) or as a trustee. A party which is a trustee is bound both personally and in its capacity as a trustee.

15.4 The meaning of any general language is not restricted by any accompanying example, and the words “includes”, “including”, “such as”, “for example” or similar words are not words of limitation.

15.5 The word “costs” includes charges, expenses and legal costs.

15.6 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

15.7 Headings and the table of contents are for convenience only and do not form part of a Document or affect its interpretation.

15.8 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

15.9 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

15.10 If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.

15.11 A provision of this Licence must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Licence or the inclusion of the provision in this Licence.

Cancellation

How to cancel a subscription

Paid subscriptions can be cancelled by a user at any time by visiting the My Account page: <https://www.franknews.co.uk/user/edit-profile> and clicking Cancel Subscription.

Cancellations should be made at least one day before the next payment date shown in My Account.

For subscription queries, please email hello@franknews.co.uk