

CLASSIFIED.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITE OR OUR APP

What's in these terms?

These terms tell you the rules for using our website www.classified.app (**our site**) and our mobile app (**our app**).

Who we are and how to contact us

www.classified.app is a site operated by ClassApp Ltd ("**We**"). We are registered in England and Wales under company number 12661146 and have our registered office at 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ. Our main trading address is 19 Briarwood, Wilmslow, Cheshire, SK9 2DH. Our VAT number is 362731501.

To contact us, please email customerservices@classified.app.

By using our site or app you accept these terms

By using our site or app including by creating an account (see below), you confirm that you accept these terms of use, including our other policies that are available on our site or via our app and that are detailed below, and that you agree to comply with them.

If you do not agree to these terms, you must not use our site or app and you will not be allowed to create an account.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [<https://classified.app/legal/privacy.pdf>] See further under *How we may use your personal information*.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site or app, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on [24/03/2021].

We may make changes to our site and app

We may update and change our site and app from time to time to reflect changes to our services (including adding or removing features to make our site and app better for you), our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site and app

Our site and app is made available free of charge, though for certain features which you can subscribe to there will be charges.

We do not guarantee that our site or app, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site or app for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

To be clear, we provide our site and app “as is” and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law. However, in situations where you cannot access your subscription or Requests due to issues or errors with our site or app, which last for a period of seven (7) days, you may be entitled to a pro rata refund of the amounts you have paid.

You are also responsible for ensuring that all persons who access our site or app through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Your Account

You must keep your account details safe

If you wish to use the services that can be accessed via our site or app you will be required to create an account with us. We will need either your email address or phone number, other information such as your date of birth and you must create a valid password. You must ensure that the details you provide us are correct and that you will keep us updated if these details change.

You must keep your password confidential and not disclose it to any third party.

You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account. If you know or suspect that anyone other than you knows your account details and/or password, you must promptly notify us at customerservices@classified.app.

Account Requirements

To create an account you must be at least 13 years old on the date you register your account.

Please note that to fully utilise the services offered via our site and app (including any subscriptions or Requests, as defined below), the electronic device which you use to access our site or app will need to meet certain operating requirements and run the current version of the app available. The app's operating requirements will be outlined on the app store where you download the app from, please ensure you read these requirements before downloading the app.

You will only be allowed to register two devices to access your account once you sign up, for instance your mobile phone and your tablet. If you have registered your account on two devices and try and log in to your account on a third device your account will be automatically logged out on your two original registered devices.

Deleting your Account

You can request to permanently delete your account at any time by notifying us customerservices@classified.app. Please note, if you permanently delete your account you will no longer be able to access any Requests you have previously purchased.

Please be aware that we can disable or suspend your account at any time if we believe, in our reasonable opinion, you have failed to comply with any of the provisions of these terms. We can also cancel any subscription and remove any access to any Creator Content, Requests or other benefits if we believe, in our reasonable opinion, you have failed to comply with any of the provisions of these terms. If your access is disabled or suspended in these circumstances, you will be unable to access our site and app (including your subscription or any Requests) and we shall refund you in accordance with *Our responsibility for loss or damage suffered by you*, though you may also be required to pay us compensation.

These terms remain in effect even if you no longer have an account.

Your Subscriptions

By creating an account with us and using our site and/or app you will be granted access to our creators (**Creators**) pages, though the content our Creators upload or otherwise provide via our site or app (**Creator Content**) will not be able to be accessed unless you pay for a subscription.

To access any Creator Content, you will be required to subscribe to the particular Creator and pay a monthly subscription charge plus any applicable taxes that you may be required to pay (**Subscription Charge**). The Subscription Charge you pay each month will depend on the Creator you subscribe to, though the minimum Subscription Charge shall be £2.50 (including applicable taxes), however the Subscription Charge will be clearly shown to you before you are required to make any payment. You will be required to pay the Subscription Charge in GBP (£) unless we notify you that we accept other currencies on our payment page. If you pay the Subscription Charge from an account which charges a foreign transaction fee you will be responsible for paying this fee in addition to the Subscription Charge.

If you wish to subscribe to a particular Creator you must first provide us with your preferred payment method. The payment methods that we accept will be detailed on the payment page of our site or app. Once we have successfully processed your payment, you will be granted access to the Creator Content via our site and app.

The Creators are required to ensure that the descriptions of the Creator Content that are available on the site and app are accurate and that they provide you with the Creator Content as described for the duration of your subscription. We are not responsible for inaccuracies or errors in these descriptions that are provided by Creators. If you are unhappy with any information relating a subscription or believe that they contain any inaccuracies or errors, please contact us via customerservices@classified.app and we will try and resolve this for you. If we are unable to do so then you may be entitled to a refund or compensation.

Your subscription will continue and you will be provided access to the Creator Content until you notify us that you wish to cancel or we terminate your access as described in these terms. If you do not cancel, your subscription will auto-renew on a monthly basis and you authorise us to collect the Subscription Charge from you, using the payment method you have provided us with, every month. We will notify you of the collection of the Subscription Charge via a confirmation email which will set out the amounts taken from your payment method. We will collect the Subscription Charge from you on or around the same date you began your subscription. For instance, if you subscribed on 15th June, we would take the next payment, from your preferred payment method, on or around 15th July.

You will be allowed to cancel any of your subscriptions at any time which you can confirm via your account on our site or app. After you cancel you will no longer be granted access to the Creator Content and you will no longer be required to pay the Subscription Charges for the subscription you have cancelled. But please note the Subscription Charges you have already paid are **non-refundable** and if you cancel your subscription, you will not receive a refund of any Subscription Charges already paid, other than in the limited circumstances set out in these terms.

If all payment methods you have provided us with are declined when we try and collect your Subscription Charge, you have seven (7) days to provide us a new payment method or your subscription will be cancelled. We will notify you if your payment has been declined either via email or via a notification to your account. If you provide us with a new payment method and are successfully charged for the Subscription Charge within seven (7) days, your subscription will continue be based on the original renewal/subscription date and not the date of the successful charge. If we fail to collect your Subscription Charge within this time period, your subscription will be cancelled and you will no longer be able to access the applicable Creator Content.

Please note we are entitled, in our discretion, to remove any Creator Content from the site or app if we believe it breaches our separate agreement with each individual Creator. After we remove the applicable Creator Content you will no longer be able to access it via our site or app.

Subscription Trial

A Creator, at their own discretion, may make available the applicable Creator Content to you for a trial or promotional period (**Subscription Trial**) if you have not already subscribed to the applicable

Creator Content. This Subscription Trial shall last for the period of time specified during the subscription process, but it will normally last for one month.

When subscribing to a Subscription Trial you will be required to provide us with your preferred payment method. The payment methods that we accept will be detailed on the payment page of our site or app. Once we have verified the validity of your payment method, you will be granted access to the Creator Content via our site and app for the Subscription Trial.

You may cancel your Subscription Trial at any time prior to its expiry without charge. However, we will charge you the Subscription Charge for the applicable Creator (which you will be notified of when you sign up to the Subscription Trial) if you do not cancel the Subscription Trial prior to its expiry. The Subscription Charge will be charged as set out in these terms.

Disabling or suspending a Creator

If we have to disable or suspend a Creator from using our site or app then we will either:

- cancel your subscription from the date we disabled the Creator's access if we decide to permanently remove the Creator from using our site or app. In these circumstances, you will not be required to pay any Subscription Charges from the date we disabled the Creator's access and you will be entitled to a pro rata refund for the Subscription Charges in the month we disabled the Creator's access to our site and app; or
- suspend your subscription until we have investigated the relevant Creator and permitted them to continue using the site or app. During this suspension, you will not be required to pay any Subscription Charges from the date we disabled the Creator's access. After this suspension, your subscription will continue as normal and you will not be charged for the period it was not available.

If our agreement with a Creator ends for any reason, the applicable subscription services will cease immediately. You will not be required to pay any Subscription Charges from the date our agreement with the Creator ends and you will be entitled to a pro rata refund for the Subscription Charges in the month our agreement with the Creator ended.

One-off Requests

Creators may also offer one-off digital services to you via the site or app (**Requests**), these may be personalised videos or messages. You will be able to purchase a Request directly from a Creator via the Creator's individual page. Each Request will incur an additional one-off cost which shall include any applicable taxes (**Request Cost**), which will be set by the Creator and displayed on the Creator's page. You will be able to submit your offer to purchase a Request via the site or app by following the on screen instructions. This offer will then be received by the Creator who will have the option to accept or reject the Request. If the Request is accepted by the Creator, the Creator will send you a payment request within the app requiring payment of the Request Cost. If you wish to purchase the Request, you must provide us with your preferred payment method. The payment methods that we accept will be detailed on the payment page of our site or app. Once we have successfully processed your Request Cost, which shall be **non-refundable** unless otherwise set out in these terms, your purchase will be confirmed and your Creator will produce your Request within seven (7) days from the date we receive the payment of the Request Cost and provide you the Request via the site and app's internal messaging feature or personal post facility. You will be able to access your purchased Requests via the site and app's internal messaging feature or personal post facility for as long as you have a registered account.

The Creators are required to ensure that the descriptions of the Requests that are available on the site and app are accurate. We are not responsible for inaccuracies or errors in these descriptions that are provided by Creators. If you are unhappy with any information relating any Requests or believe that they contain any inaccuracies or errors, please contact us via customerservices@classified.app and we will try and resolve this for you. If we are unable to do so then you may be entitled to a refund or compensation.

We are not responsible in any delay in you being provided with your purchased Request. The Creator should provide you with your Request promptly (and in any event within seven (7) days of receipt of

the payment of the Request Cost), via the site and app's internal messaging feature, after you have successfully submitted your purchase. If you do not receive your Request within this time period, even after you have paid the Request Cost, please notify us customerservices@classified.app, and we will either resolve the issue with the Creator or obtain a refund on your behalf of the Request Cost.

Subscription Charges and Request Costs

You will be notified of the payments due from you via an email or your account. If you think this notification shows an incorrect amount or you believe an incorrect amount has been taken from your preferred payment method, please contact us via customerservices@classified.app and we will try and resolve your issue.

We or the Creator may change the Subscription Charges from time to time, however we shall notify (via an email or on your account) you of any changes to the Subscription Charges that we or the Creator plan to make and they will apply no earlier than thirty (30) days following the date we sent the notice to you.

It is always possible that, despite our best efforts, some of the Subscription Charges and Request Costs we offer for sale may be incorrectly priced. We will normally check prices before processing your payment, where the Subscription Charges or Request Costs' correct price at your subscription date/purchase date is less than our stated price at your order date, we will charge the lower amount. If the Subscription Charges or Request Costs' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your subscription or purchase of any Request where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end your subscription or cancel your Request and refund you any sums you have paid.

Problems with your subscription or Requests and your legal rights including where you may be entitled to a refund or compensation

If you have any questions or complaints about your subscription or any Requests, please contact us on customerservices@classified.app.

We and the Creators are under a legal duty to supply the subscription and any Request in conformity with these terms. See the below for a summary of your key legal rights in relation to your subscriptions or any Request. Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If you have subscribed to any Creator Content or purchased a Request, this is considered **digital content**, by the Consumer Rights Act 2015 (**Act**). The Act says digital content must be as described, fit for purpose and of satisfactory quality and:

- If the Creator Content or any Request contains errors/faults (for instance it cannot be accessed by you even if your operating systems on your device are up to date), you're entitled to a repair or a replacement.
- If the error/fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Waiving your right to change your mind for your subscription or Requests

As outlined above, you will be allowed to cancel your subscription at any time which you can confirm via your account on our site or app. However, your Subscription Charges paid will be **non-refundable**. When you enter into a subscription, you will be asked to tick a box that waives your right to claim a refund within 14 days of us notifying you that you have successfully subscribed to the Creator. This is because when you successfully subscribe to any Creator content you will immediately

have access to and otherwise be allowed to download and use the Creator Content which means you will not be entitled to this right.

When you purchase a Request, the Request Charge will be **non-refundable** unless otherwise set out in these terms. When making the purchase of the Request, you will be asked to tick a box that waives your right to claim a refund within 14 days of us notifying you that your payment has been successful for such Request. This is because a Request created by a Creator is a personalised digital good which means you will not be entitled to this right.

Our policy for using the site or app (this section shall be referred to as our policy)

Prohibited Uses

You may use our site or app only for lawful purposes. You may not use our site or app:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards outlined below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site or app in contravention of these terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site or app;
 - any equipment or network on which our site or app is stored;
 - any software used in the provision of our site or app; or
 - any equipment or network or software owned or used by any third party.

Content Standards (Content Standards)

Whenever you make use of a feature that allows you to upload content to our site or app, or to make contact with other users of our site or app, including when using or interacting with your subscription or any Requests (**Contribution**), you must comply with these terms, including our policy.

The Content Standards must be complied with in spirit as well as to the letter. The Content Standards apply to each part of any Contribution as well as to its whole. We will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Breach of our policy

When we consider that a breach of our policy has occurred, we may take such action as we deem appropriate, this includes the right to remove any Contribution you make on our site or app if, in our opinion, your Contribution does not comply with the Content Standards or our policy.

You are solely responsible for all activity on your account.

Failure to comply with our policy constitutes a material breach of these terms of use upon which you are permitted to use our site or app, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site and/or app.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site or app.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We also have the right to disclose your identity to any third party who is claiming that any Contribution posted or uploaded by you to our site or app constitutes a violation of their intellectual property rights, or of their right to privacy.

We exclude our liability for all action we may take in response to breaches of our policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Site and App Content

Uploading content to our site or app

Any Contribution will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contribution, but you are required to grant us a limited licence to use, store and copy that Contribution and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use your Contribution*.

You are solely responsible for securing and backing up your Contribution.

You may not use Creator Content or any Request in any way not authorized by the Creator.

We do not store terrorist content.

Rights you are giving us to use your Contribution

When you upload or post a Contribution, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service forever.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site or app will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site or app. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site or app, the server on which our site or app is stored or any server, computer or

database connected to our site or app. You must not attack our site or app via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site or app will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site or app must not be framed on any other site or app, nor may you create a link to any part of our site or app other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with these terms, including the Content Standards set out in our policy.

If you wish to link to or make any use of content on our site or app other than that set out above, please contact customerservices@classified.app.

How you may use material on our site and app

We are the owner or the licensee of all intellectual property rights in our site and app, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site and app.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site and app must always be acknowledged.

You must not use any part of the content on our site or app for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site or app in breach of these terms of use, your right to use our site or app will cease immediately, including your access to your account, and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on our site or app

The content on our site and app is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site or app.

Although we make reasonable efforts to update the information on our site or app, we make no representations, warranties or guarantees, whether express or implied, that the content on our site or app is accurate, complete or up to date, in particular in relation to the Creator Content, Requests or any Contributions which are not provided by us.

We are not responsible for websites we link to

Where our site or app contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

Our site and app includes information and materials uploaded by other users of the site and app, including Contributions, Creator Content and Requests. This information and these materials have not been verified or approved by us. The views expressed by other users and Creators on our site and app do not represent our views or values.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users or Creators, including any Contributions, Creator Content or Requests, please contact us on complaints@classified.app.

Liability

Our responsibility for loss or damage suffered by you

- We or the Creators do not exclude or limit in any way our liability to you 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 your subscription or any purchased Requests.
- Please note that we only provide our site and app for domestic and private use by you. You agree not to use our site and app for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content, including any subscription or Request, that we or a Creator has supplied, damages a device or other digital content belonging to you and this is caused by our or the Creator's failure to use reasonable care and skill, we or the Creator (as applicable) will either repair the damage or pay you compensation. However, we or the Creator will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system or operating requirements advised by us.
- If we disable access to your account due to you breaching these terms, we will refund any money you have paid in advance for subscriptions or Requests, that you have not been provided with but we may charge you reasonable compensation for the net costs we will incur as a result of your breaching these terms.

Your responsibility to us or any Creator

You warrant that any Contribution does comply with our policy, and you will be liable to us and any Creator and indemnify us and any Creator for any breach of this warranty and for any other breach by you of these terms. This means you will be responsible for any loss or damage we or the Creator suffers as a result of your breach of warranty or any of these terms.

How we may use your personal information

We will only use your personal information as set out in our [<https://classified.app/legal/privacy.pdf>].

Other important terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

Nobody else has any rights under these terms. These terms outline the relationship between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which country's laws apply to any disputes?

Please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

[Our trade marks are registered

"CLASSIFIED." is a UK registered trade mark of ClassApp Ltd. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under *How you may use material on our site.*]