

# Terms & Conditions

## Introduction

Welcome to Zakaya Media, the website & online service of Zakaya Media Ltd (Zakaya Media, we, us). These are our terms and conditions by which you may use our online services, website, and software provided on or in connection with the service (collectively the “Service”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement (“Agreement”) and to the collection and use of your information as set forth in the Zakaya Media Privacy Policy (<http://www.zakayamedia.com/privacy>), whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

## Registration

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

By registering on Zakaya Media, you agree that:

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

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

## Cancelling Your Membership

Cancelling your membership can be done via your account page. If you encounter issues here, please email us at [info@zakayamedia.com](mailto:info@zakayamedia.com)

Refunds are only given for requests where the customer has:

(i) Made the request within 14 days of their most recent payment

(ii) Not used their membership since the beginning on the new anniversary period & the request date by reading an article, attending an event or any other activity considered to be usage of your membership.

## **Termination of registration**

If you no longer wish to have a registered account, you may terminate your account by sending an email to [support@blackballad.co.uk](mailto:support@blackballad.co.uk). If you no longer accept these terms and conditions, or any future modification to these terms and conditions, you must cease using Zakaya Media. Continued use of Zakaya Media indicates your continued acceptance of these terms and conditions.

If, for any reason, we believe that you have not complied with these terms and conditions, we may, at our sole discretion, cancel your access to the registration areas of Zakaya Media immediately and without prior notice.

We may terminate your registered account, at our sole discretion, by emailing you at the address you have registered stating that the agreement has terminated.

## **Use of material appearing on Zakaya Media**

Your use of Zakaya Media is for your own personal and non-commercial use only. You acknowledge that, as between Zakaya Media and you, except for user content and advertisements (as discussed below), Zakaya Media is the sole owner of all content on Zakaya Media, including, without limitation, all applicable copyrights, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on Zakaya Media ("Zakaya Media Content"). Zakaya Media and Zakaya Media Content are protected by the copyright laws and other intellectual property laws of the United Kingdom and are protected globally by applicable international copyright treaties.

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

## **Disclaimer of liability**

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

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

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

## **Data protection**

Please see our privacy policy for details of how personally identifiable information is collected and may be processed or shared with others. You will find the complete online Privacy Policy at [zakayamedia/privacy-policy](https://zakayamedia.com/privacy-policy).

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

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

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

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

## **Indemnification**

You agree to defend, indemnify, and hold harmless Zakaya Media, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all

claims, liabilities, costs, and expenses, including, but not limited to, solicitors' fees and expenses, arising out a breach by you or any user of your account of these terms and conditions or privacy policy or arising out of a breach of your obligations, representation and warranties under these terms and conditions.

## **No waiver**

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