

Journalist Terms of Website Use

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Summary

These Journalist Terms of Website Use (“Terms”) tell you (“You”/“Your”) the terms governing Your access to and use of a website operated by Which? (a “Website”) whether as a guest or a registered user. Using a Website includes accessing, browsing, or registering to use it.

“We”, “Us”, “Our” or “Which?” refers to Which? Limited or any parent or subsidiary company of Which? Limited in the Which? Group.

Please read these Terms carefully before You start to use a Website because they apply to Your use of Our Websites. By accessing Our Websites, You agree to be bound by these Terms. If You do not agree to these Terms You must not use Our Websites.

Journalist access

1. Journalist access to subscription content behind a paywall on Our Websites is granted as a gesture of goodwill solely to permit the researching, drafting or of journalistic material (for example a feature article or news story) (the “Purpose”).

If You wish to access a Website for personal non-commercial use, you must comply with Our [General Terms](#).

Changes to these Terms

2. We may make changes to these Terms at any time and without Your consent. If We change these Terms, We will send you a copy of the new version by email. By using Our Websites after receiving a new version of the Terms, You accept those Terms.

Changes to Our Websites

3. We may update Our Websites from time to time, and may change the content at any time. However, please note that any of the content on Our Websites may be out of date at any given time, and we are under no obligation to update them.

We do not guarantee that Our Websites, or any content on them, will be free from errors or omissions.

Accessing Our Websites

4. We do not guarantee that Our Websites, or any content on them, will always be available or be uninterrupted. Access to Our Websites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Websites without notice. We will not be liable to You if for any reason Our Websites are unavailable at any time or for any period.

Registration

5. In consideration of Your acceptance of these Terms, We may provide You with registration details, including a username and/or password (“Registration Details”), so that You can gain access to Our Website Content which is generally only available to subscribers of Which? behind a paywall including but not limited to Best Buy and Recommended Provider information, product review results, tables and rankings (“Subscription Only Content”).

“Website Content” means all or part of any text, images, graphics, logos, trade marks, layout, films, audio material or other content published or made available (including for download) on Our Websites from time to time.

You will keep any Registration Details strictly confidential and will:

- i) not disclose Registration Details to any third party (including Your colleagues);
- ii) not do anything which would assist a third party (including Your colleagues) to gain access to the Subscription Only Content; and
- iii) only use Our Websites for the Purpose.

We have the right to disable any Registration Details at any time. If You know or suspect that anyone other than You knows your Registration Details, You must promptly change Your Registration Details and notify us at: pressoffice@which.co.uk.

Intellectual property and Use of Our Website Content

6. We are the owner or licensee all of the intellectual property rights in Our Websites and the Website Content published on it including Subscription Only Content (“Intellectual Property Rights”). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You will only use the Websites, the Website Content and the Subscription Only Content solely for the Purpose, provided that in doing so You do not breach any of Our Intellectual Property Rights or the rights of any third party.

You must not without Our prior consent:

- i) copy, reproduce, publish, display, distribute, disseminate, broadcast, archive, store or commercially exploit any Website Content or any Subscription Only Content;
- ii) modify, adapt or create derivative works of the Website Content or any Subscription Only Content; or
- iii) use any manual or automated system or software to systematically extract content or data from Our Websites.

Infringement of Which?’s intellectual property rights (including copyright) may result in the disabling of Registration Details, the withdrawal of access to Our Websites and might lead to Which? taking legal action to protect its rights.

Uploading material to Our Websites

7. You are not permitted to upload any material or data to Our Websites.

Linking to Our Websites

8. 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 Websites in any website that is not owned by You.

Our Websites must not be framed on any other site, nor may You create a link to any part of Our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If You wish to make any use of Website Content on Our Websites other than that set out above, please contact: kieran.teeluck@which.co.uk or lloyd.purnell@which.co.uk.

Data protection and privacy

9. For full details on how We process personal data and use cookies please read Our [Privacy](#) and [Cookie and Tracking Technologies Policies which also apply to your use of the Websites](#).

Suspension and termination

10. If, in Our opinion, Your use or intended use of the Websites, Website Content and/or Subscription Only Content has or is likely to breach these Terms or any other applicable laws or infringes or is likely to infringe the rights of third parties, We might: (i) prohibit You from accessing or using the Websites; and/or (ii) suspend or terminate the Registration Details and/or Your access to the Subscription Only Content on Our Websites.

Our Liability to You

11. You acknowledge and agree that We provide the Websites and the Website Content on an “as is” basis. To the fullest extent permitted by law, We exclude all warranties, terms, conditions and representations of any kind (whether express or implied by law) in respect of any material on Our Websites.

We (including Our directors, employees, officers, agents or other representatives, data providers or affiliates) will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- i. use of, or inability to use, Our Websites;
- ii. use of or reliance on any content displayed on Our Websites;

- iii. loss of profits, sales, business, or revenue;
- iv. business interruption;
- v. loss of anticipated savings;
- vi. loss of business opportunity, goodwill or reputation; or
- vii. any indirect or consequential loss or damage.

You must not attempt to gain unauthorised access to our Websites, the server on which Our Websites are stored or any server, computer or database connected to Our Websites.

We assume no responsibility for the content of websites linked to on Our Websites. These links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from Your use of them.

Nothing in these Terms shall exclude Our liability for (i) death or personal injury arising from Our negligence; (ii) fraudulent misrepresentation; and/ or (iii) anything else that cannot be excluded or limited under English law.

Indemnity

12. You will indemnify Us from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Us as a result of or in connection with: (i) a breach by You of these Terms or any other Which? terms and conditions or policies; or (ii) Your negligence, fault or breach of statutory duty.

General

13. **Waiver and Remedies:** A waiver by Us of any right or remedy under these Terms will only be effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by Us in exercising any right or remedy under these Terms or arising by law shall constitute a waiver of that (or any other) right or remedy.

Severance: If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Terms, and the validity and enforceability of the other provisions of the Terms shall not be affected.

Which terms apply? If any of these Terms conflict with any other Which? terms and conditions, these Terms will prevail.

Governing Law: These Terms shall be governed by the laws of England and Wales and any matter or dispute arising in connection with them shall be subject to the exclusive jurisdiction of the English courts.

About us

14. Most of Our [Websites](#) are operated by Which? Limited, a subsidiary company of the Consumers' Association. Both companies - along with several other subsidiary companies - are part of the Which? Group. The Which? Group is also known simply as Which?. Details of the Consumers' Association and Which? Limited are set out below:

Consumers' Association

- Company number: 580128
- Registered address: 2 Marylebone Road, London, NW1 4DF
- Registered in: England and Wales
- Company type: Limited by guarantee
- Email: which@which.co.uk
- The Consumers' Association is a registered charity under number 296072.

Which? Limited

- Company number: 677665
- Registered address: 2 Marylebone Road, London, NW1 4DF
- Registered in: England and Wales
- VAT number: GB238534158
- Company type: Private limited company

Email: which@which.co.uk