

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site. These Terms and Conditions, together with any other documents referred to herein (unless otherwise stated), set out the terms of use governing your use of this website and your membership of TSM, <https://www.tankstorage.com> (“Our Site”). It is recommended that you print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on Friday 16th June 2023.

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree to these Terms and Conditions, you must stop using Our Site immediately. You will also be required to accept these Terms and Conditions if you sign up for an Account.

The following documents also apply to your use of Our Site:

- Our Privacy Policy, available at <https://www.easyfairs.com/privacy-policy/>.
- Our Cookie Policy, available at <https://www.tankstorage.com/cookie-policy/>.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Account**” means an account required to access certain features on Our Site, as set out in Part 8;

“**Contact Tools**” means any online communications facility that We make available on Our Site enabling you to contact Us including, but not limited to, contact forms;

“**Content**” means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site and/ or TSM;

“**Forum**” means a discussion forum hosted on Our Site;

“**Membership Fees**” the membership fee payable by a User for access to and use of the Services

“**Post**” means a post in a Forum on Our Site (and includes any and all content in such posts);

“**Services**” means the information services made available to Users as part of Our Site including the provision of TSM and Forums;

“**System**” means any online communications infrastructure that We make available through Our Site either now or in the future. This may include, but is not limited to, Contact Tools and Forums;

“**TSM**” means the Tank Storage Magazine;

“**User**” means a user of Our Site, being a business/commercial user (i.e. a person using Our Site in the course of business or for commercial purposes);

“**User Content**” means content including, but not limited to, comments on articles published on Our Site, Posts, comments in Forums, shared, posted or uploaded by Users on Our Site; and

“**We/Us/Our**” means Easyfairs UK Limited.

## 2. Information About Us

2.1 Our Site is operated by Easyfairs UK Limited. We are a limited company registered in England and Wales under company number 05067979. Our registered and main trading address is at 2nd Floor, Regal House, 70 London Road, Twickenham, TW1 3QS.

2.2 Our VAT number is 840127656.

## 3. How to Contact Us and Your Use of Our Contact Tools

3.1 To contact Us by email, please email Us at [margaret@tankstoragemag.com](mailto:margaret@tankstoragemag.com) or to contact Us by telephone, please call Us on +44 (0)20 3196 4300.

3.2 We provide the following Contact Tools for you to contact Us:

- Contact Form

3.3 We may monitor any and all information submitted communications made using Our Contact Tools or other Systems.

3.4 Any personal information sent to Us, whether via Our Contact Tools or otherwise (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with your rights and Our obligations under data protection law, as set out in Our Privacy Policy, available from <https://www.easyfairs.com/privacy-policy>.

## 4. Acceptable Usage Policy

4.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause. Specifically:

- a) you must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
- b) you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- c) you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- d) you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

4.2 When using Our Site including when using the System including Our Contact Tools or contacting Us by any other means or posting, uploading or submitting User Content or Posts (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:

- a) is sexually explicit;
- b) in any way sexualises minors (including, but not limited to, child sexual abuse material);
- c) is obscene, deliberately offensive, hateful or otherwise inflammatory;
- d) promotes violence;
- e) promotes, encourages, incites, or supports acts of terrorism;
- f) promotes or assists in any form of unlawful activity;
- g) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- h) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- i) is defamatory of another person;
- j) bullies, insults, intimidates, or humiliates another person;
- k) is calculated or is otherwise likely to deceive;
- l) is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy or otherwise uses their personal data in a way that you do not have a right to;
- m) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this Part 4.2);
- n) implies any form of affiliation with Us where none exists;
- o) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or

p) is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

## 5. Access to Our Site, Services and TSM

5.1 Access to Our Site and access and use of certain Content and Services is free of charge.

5.2 Access and use of certain Content and Services is dependent on the level of TSM membership you subscribe to and subject to payment of the relevant Membership Fee.

5.3 Our Site contains details of:

- a) the levels of membership available for subscription;
- b) Content and Services which are free of charge; and
- c) the Content and Services which are subject to a Membership Fee.

5.4 It is your responsibility to make the arrangements necessary in order to access Our Site.

5.5 Access to Our Site is provided on an “as is” and on an “as available” basis. We may suspend, withdraw or discontinue Our Site or restrict availability of Our Site (or any part of it) at any time, without warning. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted or error free. If We suspend or discontinue Our Site (or any part of it), We will try to give you reasonable notice of the suspension or discontinuation.

5.6 Without prejudice to the generality of Part 5.5, We reserve the right to suspend, withdraw or discontinue any part of the System.

5.7 TSM is published/printed six times a year, plus a North America supplement. Once you have subscribed you will receive the next issue that is published/printed. If you subscribe for a printed copy, TSM will be delivered as soon as it is printed, via Air Business. There is no additional charge for delivery.

5.8 Subject to payment of the relevant Membership Fee, you are granted a non-exclusive and non-transferable licence to access the Content and Services which your membership entitles you to access and use and contribute User Content as permitted by such membership.

5.9 Membership to access and use Our Site and access TSM is for an initial 12 month membership period and such membership shall automatically renew for successive 12 month periods thereafter unless you cancel your membership prior to each renewal. You are not entitled to a refund if you cancel your membership.

5.10 Membership Fees are payable annually in advance. We reserve the right to increase the Membership Fees prior to each renewal. If you object to any increase in the Membership Fees you may cancel your membership and be entitled to receive a full refund of any Membership fees paid, provided you give notice to us by email within 4 weeks of the relevant renewal.

## 6. Changes to Our Site

We may update and change Our Site and the Services from time to time, without warning or notice.

## 7. Changes to these Terms and Conditions

7.1 We may alter these Terms and Conditions at any time. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are advised to check this page every time you use Our Site.

7.2 If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

## 8. Accounts

8.1 Certain features on Our Site (including the ability to submit Posts to a Forum), may require an Account.

8.2 Only Users may create an Account.

8.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes, it is your

responsibility to ensure that your Account is kept up to date.

8.4 We recommend that you choose a strong password for your Account, as per the instructions on Our Site.

8.5 It is your responsibility to keep your Account details safe. You must not share your Account details with anyone else or allow any third party to use your Account or password. If you know, believe or suspect your Account is being used by someone else without your permission, please change your password immediately and contact Us using the details above in Part 3.

8.6 You must not use another person’s Account.

8.7 All personal information provided by you in your Account will be collected, used, and held in accordance with your rights and Our obligations under data protection law, as set out in Our Privacy Policy, available from <https://www.easyfairs.com/privacy-policy>.

8.8 If you wish to delete your Account, you may do so at any time. If you delete your Account, you will no longer have access to the features on Our Site requiring an Account. Deleting your Account may result in the removal of your information from Our Site. For further details about the retention and deletion of personal data, please refer to Our Privacy Policy, available from <https://www.easyfairs.com/privacy-policy>.

8.9 If you delete your Account, any User Content that you have shared on Our Site may also be deleted.

8.10 We may disable your Account if, in Our reasonable opinion, you have breached these Terms and Conditions (including, but not limited to, Our acceptable usage policy as set out in Part 4).

8.11 If you close your Account, any Posts you have made on Our Site may be deleted or anonymised.

## 9. How You May Use Our Site and Content (Intellectual Property)

9.1 With the exception of User Content including Posts (please refer to Part 10), all Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content (including User Content and Posts) is protected by applicable United Kingdom and international intellectual property laws and treaties.

9.2 Users retain the ownership of the copyright and all other intellectual property rights in their User Content and Posts (with the exception of any part of any User Content or Post which is owned by a third party, in which case, Users must obtain express permission for such material to be used in the User Content). For information on the use of User Content, please refer to Part 10.

9.3 Subject to payment of the relevant Membership Fee, You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching (this usually occurs automatically).

9.4 Subject to payment of the relevant Membership Fee, You may print one copy and download extracts of any page(s) from Our Site for personal use only and not for distribution to others.

9.5 Subject to payment of the relevant Membership Fee, You may download and save any Content from Our Site where We clearly indicate that it is available for download for personal use only.

9.6 Subject to payment of the relevant Membership Fee You may view and use User Content (for example, quote it) as set out below in Part 10.

9.7 You may not otherwise modify the printed copies, downloaded extracts, or downloaded or saved Content in any way. Images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text.

9.8 You may not use any Content (including User Content and Posts) from Our Site for commercial purposes without first obtaining a licence from Us, Our licensors, or the relevant User, as applicable. This does not prevent the normal access, viewing, and use of Our Site (including the Forums) for general information purposes by business users.

9.9 You may not systematically copy, save, or download Content (including User Content) from Our Site to create or compile any form of comprehensive collection, compilation, directory, or database without

Our express written permission (or the permission of the relevant User).

9.10 Unless expressly stated in these Terms and Conditions or on Our Site, you may not otherwise reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site without Our express written permission (or the permission of the relevant User).

9.11 If you wish to use any Content (or User Content) from Our Site in any way that is not permitted under these Terms and Conditions, please contact Us using the details provided above in Part 3.

9.12 Our status as the owner and author of the Content on Our Site (or that of identified licensors or Users, as applicable) must always be acknowledged.

9.13 Without prejudice to the generality of this Part 9, you must not copy, store, process or redistribute any Content on it save to the extent expressly permitted by this Part 9.

9.14 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Works', which provides exceptions allowing certain uses of copyright material including (but not limited to) non-commercial research and private study; text and data mining for non-commercial research; criticism, review, and reporting current events; teaching; accessibility; time-shifting; and parody, caricature, and pastiche. Further information is available from the UK Intellectual Property Office.

## 10. User Content

10.1 Our Site may include User Content.

10.2 You agree that you will be solely responsible for your User Content including your Posts. Specifically, you agree, represent and warrant that you have the right to use the content of your User Content and Posts.

10.3 All User Content, including Posts and communications with other Users on Our Site must comply with Our acceptable usage policy set out in Part 4. You warrant that any User Content you provide will comply with this Part 10 and the acceptable usage policy referred to. You will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of your warranty. You will be responsible for any loss or damage suffered by Us as a result of such a breach. We have the right to remove any User Content you upload to Our Site if, in our Opinion, the User Content does not comply with the acceptable usage policy.

10.4 We are not responsible for any loss of User Content submitted to Our Site.

10.5 It is your sole responsibility to secure and backup your User Content.

10.6 All User Content is considered non-confidential and non-proprietary.

10.7 We may reject, reclassify, or remove any User Content or Posts from Our Site where, in Our sole opinion, it violates these Terms and Conditions or if We receive a complaint from a third party and determine that the User Content or Post(s) in question should be removed as a result.

10.8 We have the right to disclose your identity to a third party if that third party claims that any User Content submitted by you infringes their intellectual property rights (including, but not limited to, copyright) or their right to privacy.

10.9 User Content and Posts are not approved or verified by Us before it is displayed on Our Site. The opinions, views, and values expressed in User Content on Our Site are those of the relevant Users and do not represent Our opinions, views, or values.

10.10 If you become aware of any material that could comprise or be connected to child sexual abuse or exploitation or that could comprise terrorist content or be connected to terrorism, please contact us immediately using the details provided above in Part 3. If you wish to make a complaint about any User Content, please contact Us using the details provided above in Part 3.

10.11 If you wish to remove your User Content including any Post,

you must contact Us using the details provided above in Part 3. Please note that caching or references to your User Content may not be made unavailable immediately and may not be made unavailable where they are outside of Our reasonable control.

10.12 User Content on Our Site and the copyright and other intellectual property rights in that User Content, unless specifically labelled otherwise, belongs to or has been licensed by the User identified along with that User Content. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

10.13 You (or your licensors, as appropriate) retain the ownership of your User Content and Posts and all associated intellectual property rights. When you submit User Content or Post to Our Site, you grant Us an unconditional, non-exclusive, fully transferrable, royalty free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform, and sub-licence your User Content and Posts to the extent necessary to operate and promote Our Site and Forums.

10.14 In addition to the licence granted to Us under Part 10.13, by submitting User Content or Posts to Our Site, Users grant each other the right to copy and quote their User Content or Posts within Our Site in accordance with the functionality of Our Site, such licence to expire when the User or We delete the Content from Our Site.

10.15 You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

## 11. Links to Our Site

11.1 You may only link to the homepage of Our Site, <https://www.tankstorage.com>. Linking to other pages on Our Site requires Our express written permission. We reserve the right to withdraw linking permission without notice.

11.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation. The website in which you are linking must comply in all respects with the acceptable usage policy set out Part 4.

11.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

11.4 You must not establish a link to Our Site in any website that is not owned by you.

11.5 Your link should not use any logos or trade marks displayed on Our Site without Our express written permission.

11.6 You must not frame or embed Our Site on another website without Our express written permission.

11.7 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

## 12. Links to Other Sites

12.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites, the owners of which do not necessarily have any link, commercial or otherwise, with Us

12.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement or approval of that website or of its owners, operators, or any other parties involved with it.

12.3 We have no control over the contents of those third-party websites or related resources.

### 13. Advertising

We may feature advertising on Our Site. Each advertiser is responsible for the content of their own advertising material. We are not responsible for the content of any advertising on Our Site including, but not limited to any errors, inaccuracies, or omissions in such advertising.

### 14. Disclaimers

14.1 Content on Our Site is provided for general information purposes only. It is not intended to amount to advice on which you should rely. Nothing on Our Site constitutes professional 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

14.2 We make reasonable efforts to ensure that Our Content on Our Site including Content contained in the TSM is complete, accurate, and up to date in all material respects, but to the extent permitted by law:

- a) We make no warranties, representations, or guarantees (express or implied) that this will always be the case; and
- b) We do not accept any liability arising from any inaccuracy or omission in the information in the Content and We advise you to verify the accuracy of any such information before relying on it.

14.3 The opinions, views, and values expressed in Content on Our Site are those of the authors of that Content and do not represent Our opinions, views, or values.

14.4 We exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.

### 15. Our Liability

15.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

15.2 Our Site is intended for commercial and business use only and Part 14 and Part 15 reflect such usage. Our Site is not intended for use by consumers and consumers should not enter or use our Site or Services.

15.3 To the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.

15.4 We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

15.5 Our total liability to you for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with Our Site, any Content and the Services shall not exceed:

- a) if your membership or use of Our Site is subject to the payment of a Membership Fee, the Membership Fee paid by you in the year that the liability arises; or
- b) if your membership or use of Our Site is free of charge, the sum of £1.00.

15.6 We accept no responsibility for any liability loss or damage resulting from your breach of these Terms and Conditions

### 16. Your Liability and breach

16.1 If you fail to comply with these Terms and Conditions, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- a) Suspend or terminate (whether temporarily or permanently) your membership of TSM including your right to access or use Our Site, your Account and/or any Services (and following such suspension or termination, you will have no right to any refund of your Membership Fee);
- b) remove any User Content or Post(s) submitted by you that

violate(s) this our acceptable usage policy in Part 4;

- c) Issue you with a written warning;
- d) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- e) Take further legal action against you, as appropriate;
- f) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- g) Any other actions which We deem reasonably appropriate (and lawful).

16.2 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 16.3) in response to your breach.

16.3 You undertake to indemnify Us against all and any liability, loss, damage, cost, expense, fine, claim or demand We suffer or incur as a result of or in connection with:

- a) your breach of these Terms and Conditions; or
- b) your use or misuse of Our Site and the Services; or
- c) your unauthorised use of material obtained via Our Site.

16.4 Clauses which expressly or by implication or by their nature are intended to survive termination of your membership of Our Site and TSM shall continue in force and shall survive such termination.

### 17. Viruses, Malware, and Security

17.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.

17.2 You are responsible for configuring your information technology, computer programmes and platform to access Our Site You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks and you should use your own virus protection software.

17.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

17.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

17.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

17.6 By breaching the provisions of Parts 17.3 to 17.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

17.7 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to Our Site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- a) Any "robot", "bot", "spider", "scrapper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- b) Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790). This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.



## 18. How We Use Your Personal Information

We will only use your personal information as set out in Our Privacy Policy, available from at <https://www.easyfairs.com/privacy-policy/> and Our Cookie Policy, available from <https://www.tankstorage.com/cookie-policy/>.

## 19. Communications from Us

19.1 If We have your contact details and/or if you have an Account, We may send you important notices by email from time to time. Such notices may relate to matters including, but not limited to, changes to Our Site or to these Terms and Conditions, or to your Account.

19.2 We will not send you marketing emails without your express consent. If you do consent to marketing, you may opt out at any time. All marketing emails from Us include an unsubscribe link. If you opt out of emails from Us, it may take up to 30 day for your request to take effect and you may continue to receive emails during that time.

19.3 For questions or complaints about communications from Us, please contact Us using the details above in Part 3.

## 20. Transfer

We may transfer Our rights and obligations under these Terms and Conditions 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.

## 21. Severance

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms and Conditions. If any provision or part-provision of these Terms and Conditions deleted under this Part 21, We may implement a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 22. Entire Agreement

22.1 These Terms and Conditions constitutes the entire agreement between Us and a User and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to access or use of Our Site and/or the Services.

22.2 Each User acknowledges that in accessing and using Our Site, the User does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.

## 23. Law and Jurisdiction

23.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

23.2 Any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

