

RustRadio



21/01/24
Legal Document

Terms and Conditions

About

RustRadio is a community built project broadcasting online only and intended for UK audiences.

RustRadio broadcasts with a valid PRS and PPL license (information about the license is available on request)

RustRadio broadcasts in house only and does not rely on external relays, Although RustRadio is listed on a number of external sites all audio feeds will connect directly to RustRadio's stream server.

RustRadio is in no way affiliated with FacePunch Studios Ltd.

Terms and Conditions.

I. USE OF WEBSITE

This website ("Site"), is a website owned and operated by RustRadio, ("RustRadio", "we", and "us").

These terms of use ("Terms of Use") (together with the documents referred to herein) set out the terms on which you may use our Site and the radio player accessible via our Site or one of our apps (the "Radio Player"), whether as a guest or as a registered user. Please read these Terms of Use carefully before you start to use the Site or Radio Player. By using or accessing our Site or Radio Player (whether you access the Site or Radio Player on your computer or on a handheld mobile device), you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to be bound by these Terms of Use, please do not use our Site or Radio Player.

Please read our privacy policy ("Privacy Policy") which explains how we will use any information about you that we receive, and our cookie policy which explains how we use cookies The Privacy Policy and the Cookie Policy form part of these Terms of Use.

Additional terms may apply to particular services offered by us ("Additional Terms"). These Additional Terms will be set out at the point of access to the relevant service but also form part of these Terms to the extent that they are applicable. If there is any inconsistency between the Additional Terms for a particular service and the Terms of Use, the Additional Terms will take precedence to the extent that there is any inconsistency.

2. REGISTRATION and personal data

Certain parts of our Site or Radio Player may require you to provide certain information about yourself (for example, you will often be asked to provide certain information when you enter a competition made available via this Site). When you submit such information, you agree to:

a. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being "Registration Data").

Our use of Registration Data and certain other information about you is subject to our Privacy Policy. All personal information held by us will be held in accordance with UK data protection laws.

3. FEATURES

Our Site may, from time to time, provide you with certain features, provided by our third party affiliate companies (such as Facebook, Instagram or Twitter, "Partners"), which enable you to upload and share comments about Content provided on our Site. Before you will be able to use these features and upload your comments, you may need to register with one of our Partners and each time you use those features, you will need to be logged into your account with the Partner. We will do our best to make it clear on our Site when features are provided by our Partners and not by us.

When you click to register with one of our Partners, you leave our Site and enter a third party site, and you are registering with and submitting your personal data to another company. Partner sites have their own terms of use and privacy policies, which may differ from our own. You will need to comply with the terms of use and privacy policies available on the applicable Partner site that you have registered with and we recommend you familiarise yourself with them before you submit your personal data and register with that Partner.

Please be aware that our own Privacy Policy does not apply to our Partners or to their treatment of your personal data. We have no control over how the personal data you submit to a Partner is processed, stored or used.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the content of our Site and Radio Player (including without limitation, software, graphics, text, data, images, designs, compilations, databases, targeting information, interactive features, advertisements, and the trademarks, logos, domain names, trade names, service marks, trade identities, any and all copyright material (including source and object code), and all other materials related to our Site) (the "Content") is protected by applicable copyrights, trademark rights, database rights and other proprietary rights. RustRadio, and/or our licensors, own the Content. Nothing in these Terms of Use grants you a right or licence to use the Content except as expressly provided in these Terms of Use.

Subject to strict compliance with these Terms of Use, we grant you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferrable licence to use our Site and/or our Radio Player and to view, download for caching purposes only, and print pages from our site for your own personal, domestic use. You must not modify the paper or digital copies of any Content 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 must always be acknowledged.

5. RULES OF ACCEPTABLE USE

Use of our Site and/or Radio Player that is inconsistent with the following Rules of Acceptable Use is strictly prohibited. By your use our Site and/or Radio Player, you are deemed to accept our Rules of Acceptable Use. Your use of our Site and/or Radio Player is subject to the following (non-exhaustive list of) key rules. You must not:

- use our Site and/or Radio Player for any illegal or unlawful purpose (you must comply with these Terms and with all applicable laws and regulations at all times);

- use our Site and/or Radio Player for any purpose other than your own private or domestic purpose;

- use our Site to solicit information from anyone under the age of 18;

- alter, adapt, modify, copy or create a derivative work from our Content.

Rules for use of our Radio Player – Not to be accessed outside of the UK

Our Radio Player is strictly available for your non-commercial use in the UK only. For licensing reasons, it should only be accessed and used from your personal computer or, if you are accessing it from a handheld portable device, you should only use the functionality that enables you to pause and replay our radio simulcasts in your own home.

We reserve the right to edit or remove without notice any Content on or functionality of our Radio Player, for any reason whatsoever.

6. COMPETITIONS

Competitions and other promotions are subject to additional terms. Please read our Competition Rules to view the general terms and conditions which apply to all of our competitions and which specifically form part of these Terms of Use ("Competition Terms"). The Competition Terms may be varied or supplemented by Additional Terms specific to each particular competition or promotion. Any Additional Terms will be brought to your attention when appropriate and prior to you submitting your entry for the Competition.

7. LINKING TO OUR WEBSITE

We welcome 'hot links' and deep-links to our Site, by which we mean that you may include a link to any page of our Site on other websites, provided that you do not use such link in any way which would imply partnership, affiliation, endorsement or sponsorship of any service or product or which may bring us or any other brands in our group into disrepute. You may not display the Content or allow it to be displayed, framed or otherwise surrounded by material not originating from us without our consent. The website in which you are linking must comply in all respects with the content standards set out in our Rules of Acceptable Use (section 6 of these Terms of Use). If you would like to license our material, please email Admin@RustRadio.co.uk

9. THIRD PARTY LINKS

In addition to the Partner(s) that we may use, our Site may also contain hyperlinks to websites and resources owned and operated by third parties. These third party websites and resources have their own terms of use and privacy policies which you should comply with. We have no control over third party websites or resources and we are not responsible for the availability of such websites and resources. We do not accept any responsibility or liability for any third party websites or resources and your access and use of such services and content is at your own risk.

Third party links are provided to you for convenience only and do not imply that RustRadio endorses, is affiliated or associated with any such website, or is legally authorised to use any intellectual property accessible through such links.

10. COMPLAINTS

If you have a complaint about editorial content on this site can be reported by sending an email to Admin@RustRadio.co.uk but should always outline the subject of your complaint and in the case of complaints relating to a webpage (if possible) include a link to where the webpage which is the subject of your complaint may be easily located.

Using the same email address, you can also report any abuse or complain about any Content, Comments or other Content on our Site and/or Radio Player giving full details of the abuse or complaint, including:

1. Your full name (or the full name of the alleged victim/complainant and confirmation that you are authorised to act of their behalf);
2. A description of the Content or User Content that is the subject of your complaint and an explanation of why you object to it;
3. Information reasonably sufficient to permit us to locate the User Content / Content in question on our Site or Radio Player (including a URL specifying the date our Site and/or Radio Player was accessed and/or a screen shot);
4. Information that will enable us to contact you, such as your name, a postal address, telephone number and, if available, an email address (these contact details may also be provided to the user that has submitted any User Content complained of so that they may contact you directly, in order to attempt to resolve the complaint amicably);
5. Your electronic or physical signature (which may be a scanned copy); and your confirmation that the information in the notification is true and accurate.

11. NOTICE AND TAKEDOWN

If you are a rights owner (or acting on behalf of a rights owner) and believe that any User Content / Content infringes your copyright or other intellectual property right you must provide us with a written notice by email to Admin@RustRadio.co.uk which states:

1. that you are the rights owner or are authorised to act on the rights owner's behalf;
2. that you have identified Content or User Content on our Site and/or Radio Player which infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act, if applicable) and you believe in good faith that use of the Content/User Content in the manner complained of is not authorised by you, the rights owner's agent or by law;
- 3i. a description of the copyright work that you claim has been infringed which should include, the type of work (such as a photograph or a video clip) and any relevant further details;
4. a description of the way in which the copyright material has been infringed;
5. information reasonably sufficient to permit us to locate the Content/User Content in question on our Site and/or Radio Player (including a URL specifying the date our Site and/or Radio Player was accessed and/or a screen shot);
6. information that will enable us to contact you, such as your name, a postal address, telephone number and, if available, an email address (these contact details may also be provided to the alleged infringer so that they may contact you directly, in order to attempt to resolve the complaint amicably);
7. your electronic or physical signature (which may be a scanned copy); and
8. that the information in the notification is true and accurate.

Our 'notice and takedown' and/or complaints procedures are regulated by law. There may be negative consequences if you falsely allege User Content/Content is infringing copyright or is defamatory or send a copyright infringement notice to us in bad faith. We recommend that you take legal advice before sending a copyright infringement notice or defamation complaint, especially if you are unsure about your rights in the, or whether there has been an infringement of your rights.

12. ADVERTISING AND SPONSORSHIP

Our Site and Radio Player may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Site and / or Radio Player complies with applicable laws and regulations. We do not assume responsibility for any error or inaccuracy in any advertising or sponsorship material.

13. DISCLAIMER

You use our Site and/or Radio Player and the services offered by us at your own risk. Our Site and/or Radio Player, the Content and other services offered by us are provided "as is" and on an "as available" basis. The Content and information displayed on our Site and/or Radio Player is provided without any warranties as to its completeness or accuracy.

We do not guarantee that our Site and/or Radio Player, the Content or any services offered by us will always be available or be uninterrupted, timely, secure or free from bugs, viruses, errors and omissions.

To the fullest extent permitted by law, RustRadio, including its officers, employees and agents, expressly excludes conditions, representations, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability incurred by any user of our Site and/or Radio Player, including, without limitation, any liability for:

1. loss of revenue, income, profits, contracts, business, goodwill, anticipated savings, reputation, data or information;

2. wasted management or office time; and

3. any other loss or damage of any kind, however arising and whether caused by tort (including, but not limited to, negligence), breach of contract or otherwise, even if foreseeable whether arising directly or indirectly.

Nothing in these Terms of Use excludes or limits our liability for:

A. death or personal injury caused by our negligence;

B. the tort of deceit; or

C. any other liability which cannot be excluded or limited under applicable law.

15. INDEMNITY

You agree to indemnify us and keep us fully and effectively indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use of our Site and/or Radio Player, the Content, the User Content or any services offered by us, or arising from any breach of these Terms of Use by you or your violation of any law or third party rights.

16. VARIATION

We reserve the right to vary these Terms of Use from time to time at our sole discretion. Such variations will become effective immediately upon the posting of the varied Terms of Use on our Site. By continuing to use our Site and/or Radio Player you will be deemed to accept such variations.

Please check our Site regularly to ensure you are familiar with the current version of the Terms of Use and our Privacy Policy. The date that the Terms of Use are published is detailed below. If you do not accept any of the modifications, revisions or amendments to these Terms of Use, you should stop using our Site and our Radio Player and the services offered by us immediately.

17. SEVERABILITY

If any term of these Terms of Use is held to be unlawful and/or unenforceable, it shall be severed and deleted from these Terms of Use and the remainder of these Terms of Use shall remain valid and enforceable.

18. EXCLUSION OF THIRD PARTY RIGHTS

These Terms of Use are not intended to benefit or be enforceable by any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply to them.

19. ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Policy, Competition Terms and any Additional Terms, constitute the entire agreement between you and us in relation to your use of our Site and/or Radio Player and supersede all previous agreements in respect of such use.

We may amend, update or otherwise change, at any time and without prior notice, any or all of the Terms of Use, the conditions and/or the provisions included in this site. Please check the contents of these Terms of Use periodically for changes. Your continued use of this site, or of any part thereof following the posting of any changes to the Terms of Use, constitutes acceptance of those Terms of Use and of any subsequent changes. Each such amendment shall become automatically valid and enforceable at the time when first displayed by us in the Site.

20. LAW AND JURISDICTION

These Terms of Use are governed by English law, and any disputes will be subject to the exclusive jurisdiction of the English courts.

Review

This document will be reviewed annually. It was last reviewed on the 21st of January 2024

Licensing

RustRadio is licensed with PPL and PRS for the purpose of webcasting.

Information about these organisations can be found at the following:

<https://www.prsformusic.com/>

<https://www.ppluk.com/>

To discuss any issues or for enquiries please open communications via email to Admin@RustRadio.co.uk

RustRadio is committed to ensuring that your privacy is protected. We do not sell or trade email lists with other companies and businesses for marketing purposes.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place physical, electronic and managerial procedures to safeguard and secure the information we collect online. These procedures are managed by our site provider and RustRadio's IT professionals.

Under current GDPR legislation, you have the right to access and amend any of your personal data that we hold, Just contact us on the above email.



**RustRadio
Come for
the music,
stay for the
good chat...
Just don't
inhale the
fumes!**