



MKM Building Supplies Limited.

Website Terms & Conditions

Addendum: User Generated Content & Product Reviews

This addendum forms part of MKM Building Supplies Limited's Website Terms and Conditions and should be read alongside them. By submitting a product review or any other user-generated content on mkm.com, you agree to be bound by the terms set out below.

1. Introduction

MKM Building Supplies Limited ("MKM", "we", "us", "our") operates the website mkm.com (the "Site") and provides customers and registered users with the ability to submit product reviews and other user-generated content ("UGC").

These terms govern your submission and use of UGC on the Site. References to "Contribution" mean any review, rating, comment, image, or other material you submit to the Site.

2. Eligibility to submit a review

To submit a product review, you must:

- be aged 18 or over, or have the consent of a parent or guardian;
- be a registered user of mkm.com or have made a verified purchase of the product you are reviewing;
- and
- have genuinely used or experienced the product you are reviewing.
- MKM reserves the right to request evidence of purchase before publishing or retaining any Contribution.

3. Content Standards

These content standards apply to all Contributions submitted to the Site and to any interactive services associated with it. Standards must be complied with both in spirit and to the letter and apply to each part of any Contribution and to its whole. MKM will determine, at its sole discretion, whether any Contribution breaches these Content Standards.

3.1 A contribution must:

- be accurate where it states facts;
- reflect a genuinely held opinion where it states opinions;
- relate to the actual product being reviewed, based on your direct experience of it;
- comply with all applicable laws in England and Wales and in any country from which it is posted;
- clearly identify any potential conflict of interest, including where the reviewer has a commercial relationship with MKM or with the product manufacturer.

3.2 A Contribution must not:

- be false, misleading, or likely to deceive any person – including creating a false impression of a product’s quality, performance, safety, or suitability for purpose;
- be defamatory of any person or organisation;
- be obscene, offensive, hateful, or inflammatory;
- bully, insult, intimidate, or humiliate any individual;
- contain or promote sexually explicit material or contain child sexual abuse material;
- promote or glorify violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- infringe any copyright, database right, trade mark, or other intellectual property right of any third party;
- breach any legal duty owed to a third party, including any contractual duty or duty of confidence;
- promote any illegal activity or be in contempt of court;
- be threatening, or invade another’s privacy, or cause annoyance, inconvenience, or needless anxiety;
- intentionally harass, upset, embarrass, alarm, or annoy any other person;
- impersonate any person, or misrepresent your identity or your affiliation with any person or organisation;
- give the impression that the Contribution emanates from MKM, or that it has been endorsed or approved by MKM, if this is not the case;
- contain any advertising or promotion for any third-party products, services, or websites;
- advocate, promote, or incite any party to commit, or assist any unlawful or criminal act, including (by way of example only) copyright infringement or computer misuse; or

- contain any statement that members of the public are likely to understand as a direct or indirect encouragement or inducement to commit, prepare, or instigate acts of terrorism.

4. Product Reviews and Consumer Protection

MKM is committed to ensuring that product reviews published on the Site are authentic and trustworthy. In accordance with the Consumer Protection from Unfair Trading Regulations 2008 (as amended) and the Digital Markets, Competition and Consumers Act 2024, MKM operates the following safeguards:

- MKM does not publish, solicit, or facilitate fake reviews or review manipulation of any kind.
- MKM does not offer, accept, or pass on incentives – including payments, discounts, or gifts – in exchange for positive reviews without requiring clear and prominent disclosure of that incentive within the Contribution.
- Reviews are subject to moderation before or after publication. MKM reserves the right to withhold, remove, or edit any Contribution that breaches these terms or is otherwise inappropriate, without notice.
- Verified purchase indicators may be displayed where MKM is able to confirm a purchase has been made, but the absence of such an indicator does not mean a review is inauthentic.
- By submitting a review, you confirm that it reflects your honest, independent opinion based on your genuine experience of the product, and that you have not been instructed or incentivised to post a review with a particular outcome.

5. License to Use Your Contribution

By submitting a Contribution to the Site, you grant MKM a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, modify, adapt, publish, translate, distribute, and display your Contribution (in whole or in part) in any media, for any purpose connected with the operation and promotion of the Site and MKM's business, including without limitation marketing materials. You retain ownership of any intellectual property rights in your Contribution, but you waive, to the fullest extent permitted by law, any moral rights you may have in it in connection with MKM's use under this license.

6. Your Warranties and Representations

By submitting a Contribution, you represent and warrant that:

- You are the sole author and responsible party of the Contribution, or that you have obtained all necessary rights, licenses, and permissions to submit it;
- the Contribution complies with these Content Standards and with all applicable laws;
- the Contribution does not infringe the intellectual property rights or any other rights of any third party;
- the Contribution does not contain anything that is false, misleading, or likely to cause any person to make a transactional decision they would not otherwise have made; and
- you will be liable to MKM and indemnify MKM for any breach of the above warranties, and MKM may disclose your identity to any third party who claims that material you have posted infringes their rights.

7. Moderation and Removal of Content

MKM reserves the right (but not the obligation) to monitor, moderate, edit, refuse to publish, or remove any contribution at any time and without notice, where MKM reasonably considers that it breaches these terms, any applicable law, or is otherwise inappropriate or harmful.

If you believe that a Contribution published on the Site infringes your rights or breaches these terms, please contact us at hello@mkm.com with full details of the relevant content and the basis for your concern. MKM will investigate and respond within a reasonable timeframe. MKM will use reasonable endeavours to investigate complaints but accepts no obligation to take action in every case, and any action taken will be at MKM's sole discretion.

8. Limitation of Liability

8.1 MKM's liability for its own acts

Nothing in these terms limits or excludes MKM's liability for:

- death or personal injury caused by MKM's negligence;
- fraud or fraudulent misrepresentation by MKM; or
- any other liability that cannot be limited or excluded under English law, including any liability to consumers under the Consumer Rights Act 2015.

8.2 User-generated content – MKM’s position

The views, opinions, and information expressed in Contributions are those of the individual contributor and do not represent the views or recommendations of MKM. MKM does not endorse, verify, or take responsibility for any Contribution submitted by a user.

To the fullest extent permitted by applicable law, MKM excludes all liability, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- any loss or damage suffered by any person in connection with their reliance on a Contribution, including;
 - any decision to purchase (or not purchase) a product based on a review;
 - any inaccuracy, incompleteness, or misleading statement in a Contribution;
 - any infringement of a third party’s rights caused by a Contribution; and
- any loss of profits, loss of sales or business, loss of data, loss of opportunity, or any indirect or consequential loss arising from or in connection with any contribution.

Where MKM’s liability cannot be fully excluded in respect of UGC under applicable law (including in relation to consumer rights), MKM’s total liability shall be limited, to the greatest extent permitted, to the sum of £100.

8.3 Contributor liability

If MKM suffers any loss, damage, liability, cost, or expense (including reasonable legal fees) arising from a contribution you have submitted in breach of these terms, or from your breach of any warranty in clause 6, you agree to indemnify and hold harmless MKM, its group companies, officers, employees, and agents from and against all such losses, claims, and proceedings.

This indemnity shall survive termination of your account and/or the removal of the relevant Contribution from the Site.

9. Data Protection

Personal data submitted as part of a Contribution, or collected in connection with the review process, will be processed in accordance with MKM’s Privacy Policy, available at mkm.com/privacy-policy and in accordance with the UK GDPR and the Data Protection Act 2018. Where MKM is required by law or court order to disclose your identity to a third party (for example, in connection with a defamation or intellectual property claim), MKM may do so without prior notice to you.

10. Data Protection

10.1 Governing law and jurisdiction

These terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim, save that MKM reserves the right to bring proceedings in any other jurisdiction where you are resident or have assets.

10.2 Variation

MKM reserves the right to amend these terms at any time. Changes will take effect on publication to the Site. Your continued use of the review feature after any changes are published will constitute acceptance of the revised terms.

10.3 Severability

If any provision of these terms is found to be unlawful, void, or unenforceable, it shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

10.4 Contact

If you have any questions about these terms, or wish to report content that you believe breaches them,

please contact us at:

MKM Building Supplies Limited

Email: hello@mkm.com

Website: mkm.com

Registered in England & Wales. Company No. 01381874

This document does not constitute legal advice. MKM recommends that you seek independent legal counsel if you are uncertain about your rights or obligations under these terms.