

## **Collectic Ltd - Terms of Use**

**Access to and use of this site ('myvip.co.uk'), and the email information delivered through it, is provided by Collectic Ltd subject to the following terms:**

1. By using myvip.co.uk you agree to be legally bound by these terms, which shall take effect immediately on your first use of myvip.co.uk. If you do not agree to be legally bound by all the following terms please do not access and/or use myvip.co.uk.
2. Collectic Ltd may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made. Your continued use of myvip.co.uk after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

### **Use of myvip.co.uk**

3. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use myvip.co.uk content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any myvip.co.uk content except for your own personal, non-commercial use. Any other use of myvip.co.uk content requires the prior written permission of Collectic Ltd.
4. You agree to use myvip.co.uk only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of myvip.co.uk. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within myvip.co.uk.

### **Disclaimers and Limitation of Liability**

5. myvip.co.uk content, including the information, names, images, pictures, logos and icons regarding or relating to Collectic Ltd, its products and services (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
6. Under no circumstances will Collectic Ltd and be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of myvip.co.uk regardless of the form of action.
7. Whilst every effort is made to ensure maximum up-time and error free content, Collectic Ltd does not warrant that functions contained in myvip.co.uk content will be uninterrupted or error free, that defects will be corrected, or that myvip.co.uk or the server that makes it available are free of viruses or bugs.

## **Intellectual Property**

8. The names, images and logos identifying Collectic Ltd, MyVIP or third parties and their products and services are subject to copyright, design rights and trade marks of Collectic Ltd and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of Collectic Ltd, or any other third party.

## **Contributions to myvip.co.uk**

9. Where you are invited to submit any contribution to myvip.co.uk (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant Collectic Ltd a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in Collectic's Privacy Policy. If you do not want to grant to Collectic the rights set out above, please do not submit your contribution to myvip.co.uk or use the associated email creation tools.
10. Further to paragraph 9, by submitting your contribution to myvip.co.uk, you:
  - 10.1 warrant that your contribution;
    - 10.1.1 is your own original work and that you have the right to make it available to Collectic for all the purposes specified above;
    - 10.1.2 is not defamatory; and
    - 10.1.3 does not infringe any law; and
  - 10.2 indemnify Collectic against all legal fees, damages and other expenses that may be incurred by Collectic as a result of your breach of the above warranty; and
  - 10.3 waive any moral rights in your contribution for the purposes of its submission to and publication on myvip.co.uk and the purposes specified above.

## **myvip.co.uk Community Rules**

11. You agree to use myvip.co.uk Communities (including Message Boards) in accordance with the following Community Rules. These apply across all myvip.co.uk community sites and services. You should, however, read the local house rules of the particular site or service you're using, as there may be some local variations to these Community Rules.

#### About your posts:

- **Contributions must be civil and tasteful**
  - **No disruptive, offensive or abusive behaviour:** contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.
  - **No unlawful or objectionable content:** unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
  - If you use **multiple logins** for the purpose of disrupting the community or annoying other users you may have action taken against your accounts.
  - **Be patient:** users of all ages and abilities may be taking part in the relevant myvip.co.uk Community.
  - **No spamming or off-topic material:** we don't allow the submission of the same or very similar contributions many times. Please don't re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.
  - **No advertising**
- 
- **Contributions containing languages other than English may be removed** unless allowed in the relevant local house rules.
  - **No impersonation**
  - **No inappropriate (e.g. vulgar, offensive etc) user names**
  - **You may not refer to specific URLs** (web site addresses) unless allowed under the relevant local house rules. If you know of a worthy web site relevant to the discussion topic, please inform the host of the Community area.
  - **Deliberate misuse of the complaints facility is not permitted.** If you persist in doing this action may be taken against your account.

#### Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, home address or email address), and please do not include postal addresses of any kind. If you have a helpful address to share, inform the host of the relevant Community area using the 'Contact Us' link, and they will promote it if they see fit.

#### About the law:

- You may not submit any defamatory or illegal material of any nature in myvip.co.uk Communities. This includes text, graphics, video, programs or audio.
- Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.
- You agree to only submit materials which are your own original work. You must not violate, plagiarise, or infringe the rights of third parties including

copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.

- The views expressed in myvip.co.uk Community areas are those of members of the public and are not necessarily those of Collectic Ltd.

#### If you're under 16:

- Please get a parent's, guardian's or teacher's permission before taking part in any myvip.co.uk discussion.
- Never reveal any personal information about yourself or anyone else (for example, telephone number, home address or email address).

#### If you breach these Terms of Use:

If you fail to abide by these Community Rules (and/or any variations in the relevant local house rules) when taking part in a myvip.co.uk Community service, you will be sent an e-mail which informs you why your contribution has been failed or edited. This mail will also include a warning that continuing to break the rules may result in action being taken against your account or accounts.

This action may include your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to participate in any or all of myvip.co.uk Community areas.

If you post or send offensive or inappropriate content anywhere on or to myvip.co.uk Communities or otherwise engage in any disruptive behaviour on myvip.co.uk, and Collectic considers such behaviour to be serious and/or repeated, Collectic may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s.

Collectic reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

## **General**

12. If there is any conflict between these terms and specific terms appearing elsewhere on myvip.co.uk (including local house rules) then the latter shall prevail.
13. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive,

remain in full force and effect and continue to be binding and enforceable.

14. These terms shall be governed by and interpreted in accordance with the laws of England and Wales.

**Collectic Ltd**  
**Wessex Manor**  
**Satchell Lane**  
**Southampton**  
**Hampshire**  
**SO31 4HS**