

Scheme Marketing Ltd - Terms of Use

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Use of myvip.co.uk

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6. Under no circumstances will Scheme Marketing 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, Scheme Marketing 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.

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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 Scheme Marketing 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 Scheme Marketing's Privacy Policy. If you do not want to grant to Scheme Marketing 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:

- o 10.1 warrant that your contribution;
- o 10.1.1 is your own original work and that you have the right to make it available to Scheme Marketing for all the purposes specified above;
- o 10.1.2 is not defamatory; and
- o 10.1.3 does not infringe any law; and
- o 10.2 indemnify Scheme Marketing against all legal fees, damages and other expenses that may be incurred by Scheme Marketing as a result of your breach of the above warranty; and
- o 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 Scheme Marketing 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 Scheme Marketing considers such behaviour to be serious and/or repeated, Scheme Marketing 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.

Scheme Marketing 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.

Scheme Marketing Ltd

Please see website for address and contact information.