

## FANZCLUB CIC

### Website terms and conditions of use

#### 1. Our terms

- A. These terms explain how you use the website (site)
- B. References in these terms to the site includes the following and all associated sub domains and web pages:

[Home \(fanzclub.org\)](http://fanzclub.org)

- C. You should read these terms carefully before using the site.
- D. By accessing or using the site, or otherwise indicating your consent, you agree to be bound to these terms and the documents referred to in them.
- E. If you do not agree or accept any of these terms, you should stop using the site immediately.
- F. If you have any questions about the site, please contact us by using the following email address:

[info@fanzclub.org](mailto:info@fanzclub.org)

Alternatively, you can contact us by using the following number.  
+447595208845

- G. Calls will be answered during the following times:

**Monday – Friday 10.30am – 5pm**

**Saturday 10.30am 1.30pm**

**Sunday – Closed**

**Bank holidays – Excluded**

We may record calls for quality and training purposes.

- H. Definitions:

I. “Content” means any text, video, visual, audio, or other multimedia content, software or other information or material submitted to or on the site.

II. “Terms” means these terms and conditions of use updated from time to time.

III. “Intellectual property rights” means rights such as copyright, trademarks, domain names, database rights, patents, and all other intellectual property rights of any kind whether or not they registered or unregistered (anywhere in the world)

IV. “Unwanted submission” has the meaning given to it in the section entitled “submitting information to the site”.

V. “Acceptable use policy” means the policy ( ) which governs your permitted use of the site.

VI. “Cookie policy” means the policy <https://uk.godaddy.com/legal/agreements/cookie-policy> which governs how we use cookies in the site.

VII. “Privacy policy” means the policy [fanzclub.org/privacy-policy](https://www.fanzclub.org/privacy-policy) which governs how we use any personal data that is collected from you.

VIII. “Site” means the following website and all other associated webpages and sub domains:

[www.fanzclub.org](https://www.fanzclub.org)

IX. “We, us or our” means FANZCLUB CIC (Company number 680135) with our registered office located at:

22 Ibrox Street  
G51 1AQ  
Glasgow  
UK

References to us in these terms also includes any group companies we may have from time to time.

X. “You or you” means the person who is accessing the website or its content.

J. Your use of the site also means that you must comply (where applicable) with our:

Acceptable use policy  
Privacy policy  
Cookie policy

K. We reserve the right at our sole discretion to change, modify, add, or remove part of these terms of use at any time.

It is your responsibility to check these terms of use periodically from time to time.

Your continued use of the site following changes means that you accept and agree to these changes.

## **2. Using the site**

A. The site is for your personal, non-commercial, and non-exclusive use only. As long as you comply with these terms of use FANZCLUB CIC grants you a personal, non-exclusive, non-transferable and non-commercial limited privilege to enter and use our site.

B. You may not use any “page-scrapers”, “robots”, “deep-links”, “spiders” or other automatic device, algorithm, methodology, program or any similar or manual process to access, copy, acquire or monitor any part of the site. Neither in any way to reproduce or circumvent the navigational structure or presentation of the site or any content, to obtain or attempt to obtain any materials, information, documents through any means not purposely made available through the site.

C. You may not attempt to gain unauthorised access to any part or feature of the site, or any systems or networks connected to the site or to any of our servers, or to any of our services on and through the site, by password “mining”, hacking or any other illegitimate means.

D. You may not scan, probe, or test the vulnerability of the site or any network connected to the site, nor breach the security or authentication measures on the site or any network connected to the site.

E. You may not reverse look-up, trace or seek to trace any information on any user or visitor to the site, or any customer of ours, to its source, or exploit the site or any service or information made available through or offered by the site, in any way where the purpose is to reveal any information including but not limited to personal identification or information, other than your own information as provided for by the site.

F. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the site or our systems or networks, or any systems or networks connected to the site.

G. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the site or any transaction being conducted on the site, or with any persons use of the site.

H. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on our site, or any service offered through and on the site.

You may not pretend that you are or represent someone else nor that you impersonate any other individual or entity.

I. You may not use the site or any content for any purpose that is unlawful or prohibited by these terms of use, or to solicit the performance of any illegal activity or other activity which infringes our rights or those of others.

J. The site is intended for use only by those who are within the UK.

If you choose to access the site from locations outside of the UK, you are responsible for compliance for local laws where applicable.

K. You agree that you are solely responsible for:

All costs and expenses you may incur in relation to your use of the site.

Keeping your password and any other account details which may be necessary or required confidential.

L. Our service are not targeted towards nor intended to use by anyone under the age of 18.

If you are under the age of 16, you are not permitted to use our services. There is provision for an authorised referral organisation or adult parent to apply on your behalf.

M. We seek to make the site as accessible as possible.

If you have any difficulties using the site, please contact us at [info@fanzclub.org](mailto:info@fanzclub.org)

O. Should you fail to meet our eligibility criteria to gain access to any or all relevant platforms, areas or features on the site you shall not be permitted to access or use such platforms, areas or features of the site.

P. We may prevent or suspend your access to the site if you do not comply with any part of these terms, any terms, or policies to which they refer or any applicable law.

### **3. Ownership, use and intellectual property rights**

A. This site and intellectual property rights in it, including but not limited to any content are owned by us, our licensors or both (as applicable). We and our licensors reserve all our and their rights to intellectual property in connection with these terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

B. Nothing in these terms grants you any legal rights in the site other than as necessary to enable you to lawfully access the site as intended and authorized by us. You agree not to adjust to try to circumvent or delete any notices contained on the site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the site.

C. The use of any trademarks in the site is strictly prohibited unless you have our prior written permission.

#### **4. Submitting information to the site**

A. While we try to make sure the site is secure; we cannot guarantee the security of any information that you supply to us. We therefore cannot guarantee that it will be kept confidential. For that reason, you should not submit any palatable ideas or patent applications, advertising or marketing suggestions, prototypes or any other information you regard as confidential, commercially sensitive or valuable (unwanted submissions) to the site.

While we value your feedback, you agree not to submit any unwanted submissions.

B. We may use any unwanted submissions as we reasonably see fit on a free of charge basis (bear in mind we have no way of knowing whether such information is confidential, commercially sensitive, or valuable because we do not monitor the site to check for these matters). Therefore, we will not be legally responsible for keeping any unwanted submissions confidential nor will we be legally responsible to you or anybody else for any use of such unwanted submissions.

#### **5. Accuracy of information and availability on the site**

A. While we try to make sure that the site is accurate, up to date, and free from bugs we cannot guarantee that it will be. Furthermore, we cannot guarantee that the site will be fit or suitable for any purpose. Any reliance that you may place on the information in this site is at your own risk.

B. We may suspend or terminate operation of the site at any time we see fit or in an event of a breach of access.

C. Content is provided for your general information purposes and to inform you about us and our programme activities and updates, features, services, and other websites that may be of interest. It does not constitute financial, technical, or legal advice or any other type of advice and should not be relied upon for any purpose.

D. While we try to make sure the site is available for your use; we do not promise that the site is available all the time nor do we promise the uninterrupted use by you of our site.

#### **6. Hyperlinks and third party**

The site may contain hyperlinks or references to third party sites other than the site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material, or information contained in them.

The display of any hyperlink and reference to any third-party website does not mean we endorse the third party's website, services, or products. Your use of a third-party site may be governed by the terms and conditions of that third party site.

#### **8. Events beyond our control**

We shall have no liability to you for any breach of these terms caused by an event or circumstance beyond our reasonable control including but not limited to lockouts or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion, or accident.

#### **9. Rights of third parties**

No one other than a party to these terms has any right to enforce any of these terms.

#### **10. Disputes**

- A. We will try to resolve any disputes or complaints you may have quickly and efficiently.
- B. If you are unhappy with us please contact us as soon as possible.
- C. To formally make a complaint to us please use our complaints handling procedure.
- D. If you and us cannot resolve a dispute using our complaints handling procedure, we will:
  - I. Let you know we cannot resolve our dispute with you.
  - II. Give you certain required legal information about an alternative dispute resolution.
- E. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these terms.
- F. Relevant United Kingdom law will apply to these terms.

These terms and conditions of use are up to date as of **17/06/2021**