

# YOUR MATCHMAKER LTD – ACCEPTABLE USE POLICY INCORPORATING WEBSITE TERMS AND CONDITIONS

These terms of use govern your use of our site. Please read the whole of these terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Your continued use of this site **confirms your acceptance** of these terms.

## **ACCEPTABLE USE POLICY**

### **1 INTRODUCTION**

- 1.1 Our website is owned by Your Matchmaker Ltd.
- 1.2 Together with the Website Terms and Conditions set out below, this Acceptable Use Policy governs how you may access and use the Site.

### **1.3 DEFINITIONS**

#### **Site**

includes the following website: [www.southdownsintroductions.co.uk](http://www.southdownsintroductions.co.uk) and [www.yourmatchmaker.co.uk](http://www.yourmatchmaker.co.uk) and all associated web pages;

### **SUBMISSION OR SUBMISSIONS**

means any text, images, video, audio or other multimedia content, software or other information or material submitted by you or other users to the Site;

### **WE, US OR OUR**

means Your Matchmaker Ltd, company registration number 9400548 and whose registered office is at care of: Nimbus Accounting, 32 Church Road, Hove BN32FA.

### **YOU OR YOUR**

means the person accessing or using the Site or its Content.

## **2 ACCEPTABLE USE**

- 2.1 We permit you to use the Site only for personal, non-commercial purposes. Use of the Site in any other way, including in contravention of any restriction on use set out in this policy, is not permitted. If you do not agree with the terms of this policy, you may not use the Site and your continued use of the site confirms your acceptance of these terms.

## **3 RESTRICTIONS ON USE**

- 3.1 As a condition of your use of the Site, you agree:
  - 3.1.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by this policy or our General website terms and conditions of use [www.southdownsintroductions.co.uk](http://www.southdownsintroductions.co.uk).
  - 3.1.2 not to use the Site to commit any act of fraud;
  - 3.1.3 not to use the Site to distribute viruses or malware or other similar harmful software code
  - 3.1.4 not to use the Site for purposes of promoting unsolicited advertising or sending spam;

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- 3.1.5 not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- 3.1.6 not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
- 3.1.7 not to use the Site in any manner that harms minors;
- 3.1.8 not to promote any unlawful activity;
- 3.1.9 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- 3.1.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;
- 3.1.11 not to attempt to circumvent password or user authentication methods; *and*
- 3.1.12 to comply with the provisions relating to our Intellectual Property Rights and Software contained in our General website terms and conditions of use [www.southdownsintroductions.co.uk](http://www.southdownsintroductions.co.uk).

### **4 BULLETIN BOARDS, CHAT ROOMS AND OTHER INTERACTIVE SERVICES**

- 4.1 We may make bulletin boards, chat rooms or other communication services such as a members' area available on the Site.
- 4.2 We are not obliged to monitor or moderate Submissions to Interactive Services. Where we do monitor or moderate Submissions we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 4.3 We may remove or edit any Submissions to any of our Interactive Services whether they are moderated or not.
- 4.4 Any Submission you make must comply with our Submission standards set out below.

### **5 SUBMISSION STANDARDS**

- 5.1 Any Submission or communication to users of our Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our absolute discretion. In particular, you warrant that any Submission or communication is:
  - 5.1.1 your own original work and lawfully submitted;
  - 5.1.2 factually accurate or your own genuinely held belief;
  - 5.1.3 provided with the necessary consent of any third party;
  - 5.1.4 not defamatory or likely to give rise to an allegation of defamation;
  - 5.1.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and
  - 5.1.6 unlikely to cause offence, embarrassment or annoyance to others.

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### **6 LINKING AND FRAMING**

6.1 You may create a link to our Site from another website without our prior written consent provided no such link:

6.1.1 creates a frame or any other browser or border environment around the content of our Site;

6.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;

6.1.3 displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos; or

6.1.4 is placed on a website that itself does not meet the acceptable use requirements of this policy.

6.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

### **7 USING THE YOUR MATCHMAKER LTD NAME AND LOGO**

7.1 You may not use our trade marks, logos or trade names except in accordance with this policy and our General website terms and conditions of use

### **8 BREACH**

8.1 We shall apply the terms of this policy in our absolute discretion. In the event of your breach of these terms we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action we consider necessary to remedy the breach.

### **9 DISPUTES**

9.1 We will try to resolve any disputes quickly and efficiently. If you are unhappy with the way we deal with any dispute and you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to the Terms. Relevant United Kingdom law will apply to these Terms.

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## WEBSITE TERMS AND CONDITIONS

### WEB ACCESS

- 1.1 It is not necessary to register with us in order to use most parts of this Website.

### USE OF WEBSITE

- 1.2 This Website may be used for your own private purposes and in accordance with these terms of use.
- 1.3 You may print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent.

### SITE UPTIME

- 1.4 All reasonable measures are taken by us to ensure that this Website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.
- 1.5 Where possible we always try to give advance warning of maintenance issues that may result in Website down time but we shall not be obliged to provide such notice.

### VISITOR PROVIDED MATERIAL

- 1.6 Any material that a visitor to this Website sends or posts to this Website shall be considered non-proprietary and non-confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our **Privacy Policy**.
- 1.7 When using this website you shall not post or send to or from this Website to any social media site or indeed any other site, any material:
- (a) for which you have not obtained all necessary consents;
  - (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
  - (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 1.8 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of **Paragraph Error! Reference source not found.**

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## **LINKS TO AND FROM OTHER WEBSITES**

- 1.9 Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.
- 1.10 Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:
- (a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
  - (b) you do not misrepresent your relationship with this website; and
  - (c) the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.
- 1.11 By linking to this Website in breach of clause 1.9 and 1.10 you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

## **DISCLAIMER**

- 1.12 Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and or up to date.
- 1.13 All material contained on this Website is provided without any or warranty of any kind. You use the material on this Website at your own discretion.

## **EXCLUSION OF LIABILITY**

- 1.14 We do not accept liability for any loss or damage that you suffer as a result of using this Website.
- 1.15 Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

## **1.16 INTELLECTUAL PROPERTY RIGHTS**

We are the licensee or owner of all intellectual property rights contained in our website, and the material published on it. The rights to these works are protected by copyright laws and treaties around the world and as such all such rights are reserved to us.

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You are permitted to print off one copy, and may download extracts from any page/s contained on our website for your personal use and you may draw the attention of others within your organisation to any content posted on our website.

You must not change the paper or digital copies of any materials which you have printed off or downloaded in any way, and you must not make use of any illustrations, photographs, video or audio sequences or any graphics separately from any text which accompanies it.

You must always acknowledge our status (and that of any identified contributors) as the authors of content.

You must not use any part of the content on our website for any commercial purpose without first obtaining a licence to do so from either ourselves or our licensors.

If you print off, copy or download any particular part of our website in a manner which breaches these terms of use, then your right to use our website will immediately cease and you must return or destroy any copies of the materials you have made as may be required by us.

### 1.17 **LAW and JURISDICTION**

These terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.