

# 2011 NeoNorwich.co.uk Members Terms & Conditions

The Terms govern your Use of the Website and attendance at Neo Events. Please read the Terms and ensure that you have understood them. If you do not agree to the Terms, please cease Use of the Website immediately. The Website is owned and managed by NeoNorwich, who can be contacted at [info@neonorwich.co.uk](mailto:info@neonorwich.co.uk).

## 1. Definitions

1. "NeoNorwich" (or "we", "us" or "our") refers to [www.neonorwich.co.uk](http://www.neonorwich.co.uk)
2. "Functions" means the functions, facilities and/or services we may make available to Users on or through the Website from time to time
3. "Event" (and "Parties") means an Event, event and/or weekend/night that we organise or host from time to time and promote to Users through the Website
4. "Submission" means any text, image(s), content or other material that a User uploads, transmits or submits through the Website, by email for the purposes of posting or displaying such text, image(s), content or other material on the Website, contacting or interacting with other Users, Using the Functions or any other purpose
5. "Subscriber" means a User that has paid to use a Function(s)
6. "Terms" means these terms of use
7. "Use" (and "Uses" and "Using") means any access to, or use of, the Website, making a Submission and/or using the Functions
8. "User" means an individual that Uses the Website
9. "Website" means the website hosted at [www.neonorwich.co.uk](http://www.neonorwich.co.uk)
10. "You" and "Your" means you or the relevant User of the Website

## 2. General

1. Your Use of the Website is subject to the Terms.
2. By Using the Website, you agree to be legally bound by the Terms, which shall take effect immediately on your first Use of the Website and each subsequent occasion you Use the Website. If you do not agree to be legally bound by the Terms please do not Use the Website.
3. We may change the Terms at any time by posting changes on the Website. Please review the Terms regularly by referring to the date at the top, to ensure you are aware of any changes made by us. Your continued Use of the Website after changes are posted means you agree to be legally bound by the Terms as updated and/or amended.

## 3. Use of the Website

1. You must be 18 years old or over to Use the Website.
2. You may Use the Website solely for creating profiles, organising your social life, planning nights out and meeting and communicating with other Users.
3. You are permitted to create one individual account.
4. You must not provide false information in any Submission (including without limitation uploading a photograph that is of someone else and claiming, suggesting or giving the impression that it is of you) and NeoNorwich reserves its right to terminate the Terms if it has reason to suspect that you have.
5. You agree not to copy, imitate or replicate, in whole or in part, the Functions.
6. You are responsible for providing and paying for the means of Using the Website.
7. The information contained on the Website, including without limitation, artwork, text, video, audio, pictures, software and other intellectual property ("Materials" ) are protected and may not be copied, reproduced, republished, downloaded, posted, modified, broadcast, publicly displayed or transmitted in any way except for your own personal non-commercial use. Any other use requires the prior written permission of NeoNorwich. You agree not to adapt, alter or create a derivative work from any of the Materials. You further acknowledge and agree not to use the Materials for any other purpose other than for your personal non-commercial use.
8. The names, images and logos identifying NeoNorwich or the Website or third parties and their products and services may be subject to copyright, design rights and trademarks of NeoNorwich and/or third parties. Nothing contained in the Terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right, copyright or any other intellectual property or other right of NeoNorwich, or any other third Event.

## 4. Submissions

1. By uploading and/or transmitting a Submission, you agree that your Submission is non-confidential and non-proprietary and may be posted, displayed, or considered for

posting or display by NeoNorwich on the Website. NeoNorwich is under no obligation to post or display your Submission or to notify you if we do, or do not, post or display your Submission.

2. By uploading and/or transmitting a Submission, you agree that we may use any photographs that form part of your Submission for promotional and advertising purposes on the Website and/or any other website.
3. NeoNorwich reserves the right to disclose your identity to a third Event that claims your Submission breaches their intellectual property or other rights or their right to privacy.
4. You agree to Use the Website on the basis that you shall not:
  1. restrict or inhibit any other User from making Submissions and/or prevent them from enjoying or Using the Website;
  2. make a Submission which includes any personal information (such as an email address, mailing address, telephone number, etc.) enabling a User(s) to contact you without using the Website;
  3. make any Submission which may be, or may be considered unlawful, threatening, abusive, libellous, slanderous, defamatory, obscene, vulgar, pornographic, profane or indecent, including any material constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
  4. your Main Photo MUST:
    - show your face clearly; be a photograph of you; be of good quality;
  5. your Main Photo must NOT:
    - be a group shot; be too racy; show you as a small figure in the distance, predominantly feature a weapon or child; be thumbnail photo which does not open up to full size;
  6. make any Submission which violates or infringes the rights of others, including without limitation, rights of privacy or publicity or material which is protected by copyright, trademark or other proprietary, intellectual property or other right, without first obtaining permission from the owner or right holder;
  7. misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other technologically harmful material;
  8. make any Submission for commercial purposes (including but not limited to promoting bars, clubs, restaurants, other venues, club nights and other events, products or services) or which contains advertising or any solicitation with respect to products and services;
  9. make any Submission that is intended to dissuade Users from using the Website for any direct or indirect commercial purpose;
  10. Use the Website to collect email addresses for commercial purposes;
  11. include any unauthorised links on the Website (links to the homepage of the Website, but no other page of the Website, are permitted provided that the link is fair and legal, does not suggest any form of association, approval and/or endorsement by NeoNorwich of the website on which the link is included and NeoNorwich can withdraw the linking permission contained in this section at any time for any reason);
  12. attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server connected to the Website and must not attack the Website via a denial of service attack or distributed denial of service attack (breach of this constitutes a criminal offence under the Computer Misuse Act 1990 and NeoNorwich may report any such breach to the relevant law enforcement authority and co-operate with such authority by disclosing your identity to such authority).
5. You understand that NeoNorwich has no obligation to monitor Submissions. However, NeoNorwich reserves the right at all times to disclose any Submission as necessary to satisfy any law, regulation or governmental request or to whom NeoNorwich believes it is under a duty to disclose, or to edit, refuse to post or to remove from the Website any Submission, in whole or in part, that in NeoNorwich's sole discretion is or may be considered objectionable or in any way violate the Terms.
6. If you make a Submission, upload or transmit offensive or inappropriate content anywhere on or to the Website or otherwise engage in any objectionable and/or disruptive behaviour on the Website, and NeoNorwich considers such behaviour to be serious and/or repeated, NeoNorwich 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 or email provider about the infringement(s).
7. NeoNorwich reserves the right in its sole discretion to take action against any person that uses the Website, at any time, for any reason.

8. We request that you notify us by email at [info@neonorwich.co.uk](mailto:info@neonorwich.co.uk) if you notice that any Submissions are, or may be considered, obscene, offensive or objectionable or if you think a profile may be fake.

#### **5. Functions, payment and reoccurring billing**

1. We may make available on or through the Website various Functions from time to time. We reserve the right to update, amend, change or withdraw the Functions and/or to introduce new Functions at any time without prior notice.
2. From time to time we may require payment or other consideration for Use of some or all of the Functions as indicated on the Website.
3. Email subscription is charged on a monthly basis giving you the member full access to all profiles, communicating via the NeoNorwich internal email system. Payment will be by recurring period charges as agreed to by you, via the on line payment system. By entering into these Terms, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation and authorise NeoNorwich to levy such charges. NeoNorwich may submit periodic charges (e.g. annually) without further authorisation from you, until you provide prior written notice that you have terminated this authorisation or wish to change your payment method. Such notice will not affect charges submitted before NeoNorwich reasonably could act. To terminate your authorisation or change your payment method, go to <http://www.neonorwich.co.uk>. Members can cancel their email subscription at any time without notice but no refund will be provided pro rata for the month in question.
4. You must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date) and you must promptly notify NeoNorwich if your payment method is cancelled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorised disclosure or use of your user name or password. Changes to such information can be made on the Website. If you fail to provide NeoNorwich any of the foregoing information, you agree that NeoNorwich may continue charging you for any use of the service under your billing account unless you have terminated your subscription for the service.

#### **6. Neo Events & Activities**

1. By allowing your photograph to be taken by our photographer at a Bar, Club, Restaurant or NeoNorwich Event, you give us permission to display, post or publish such photograph on the Website or any other website at our discretion and to use the same for advertising and promotion.
2. By attending an Event you agree to:
  1. behave responsibly and in a proper manner and not to do anything unlawful or that may negatively affect or which violates or infringes the rights of a third Event at an Event;
  2. defend, indemnify and hold NeoNorwich harmless from any claim, suit or demand, including reasonable legal fees, made by a venue that hosts an Event due to or arising out of your behaviour and/or actions at an Event, your breach of the Terms, your interference with any rights of a third Event or any other act or omission by you at an Event.
3. The venue at which an Event is hosted shall have the final right to refuse admission to a potential Event attendee at an Event.
4. All disputes regarding bar and/or table bills and/or damage or loss caused by an Event attendee shall be between the Event attendee and the venue that hosted the Event.
5. All Events and Activities are bound by the specific Events and Activities <Terms and Conditions>

#### **7. Termination**

1. You may at any time cease to be a User of the Website and terminate these Terms by going to 'My Account' and choosing the relevant option.
2. We may provide you with notice at any time by email to the email address provided by you that we wish to terminate the Terms and prevent any further Use by you and remove or suspend any of your Submissions.
3. If we consider in our absolute discretion that you are in breach of any of the provisions of the Terms, we reserve the right to prevent your continued Use of the Website without notice and to take (or refrain from taking) all other steps as we consider appropriate in relation to your Use of the Website, including without limitation removing and/or suspending your Submissions. In such circumstances:

1. you agree not to create a NeoNorwich account under another name or identity;
2. Subscribers will not be entitled to a refund of any monies paid.

**8. Disclaimer, limitations of liability, indemnity**

1. The Website and the Materials, information, names, images, pictures, logos and icons regarding or relating to NeoNorwich, its products and services (or to third Event products and services) are provided on an "as is" basis with no representation or warranty of any kind express or implied statutory or otherwise regarding the same or the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs or that it represents the full functionality, accuracy, reliability of the Website.
2. NeoNorwich will not be responsible or liable to you for any loss of content or material (including without limitation Submission(s)) uploaded or transmitted through the Website and NeoNorwich accepts no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website unless due to our negligence. All facts, views and information on the Website are for information purposes only and should not be construed as advice, nor relied on by Users to make decisions.
3. NeoNorwich shall use reasonable commercial endeavours to maintain the Website but reserves the right from time to time to suspend the Website for upgrades or work to the Website or any other purpose that it deems reasonably necessary. There may be errors on the Website and from time to time it may not be available.
4. Under no circumstances will NeoNorwich 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 your Use of the Website regardless of the form of action.
5. NeoNorwich shall not be liable or responsible for the conduct of Users whether online or offline and Users should ensure that they behave and act responsibly. You are solely responsible for your interaction with other Users, although we reserve the right but do not have the obligation to monitor disputes between Users. NeoNorwich does not guarantee results or outcomes of any kind to Users through their Use of the Website.
6. You agree to defend, indemnify and hold NeoNorwich harmless from any claim, suit or demand, including reasonable legal fees, made by a third party Event due to or arising out of your Use of the Website, the Materials or related services, your breach of the Terms, your interference with any rights of a third Event, or any other act or omission by you.
7. If the Website provides links to other websites, including without limitation websites relating to venues and/or promoters, and you use those links, you will leave the Website. We do not control and are not responsible for any of these other websites (save for other NeoNorwich websites) or their content. If you decide to access any website linked to the Website, you do so entirely at your own risk.
8. Nothing in the Terms and in particular this clause 8, seeks to disclaim or limit liability for death or personal injury that is caused by our negligence or that is otherwise not permissible under any applicable law.

**9. Warranties**

1. You hereby warrant that:
  1. you have the right, authority and capacity to enter into the Terms and be bound by them;
  2. you will comply with all local laws that relate to your Use of the Website;
  3. you are solely responsible for your Use of the Website and any Submissions that are submitted for publication and/or published on the Website;
  4. use, exploitation and/or display of any Submission(s) by us on the Website does not infringe the statutory or common law rights of any third Event.

**10. International use**

We make no representation that any of the Materials or any other materials on the Website are appropriate or available for use in locations outside the United Kingdom, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Website from locations outside the United Kingdom do so at their own risk and are responsible for compliance with local laws.

**11. Entire agreement**

Save in respect of Users that have entered into separate agreements with NeoNorwich regarding their commercial use of the Website, and the <terms> covering the booking of NeoNorwich Events and Activities, the Terms set out the entire understanding and agreement of the parties as to the subject matter hereof and supersede all prior proposals, discussions or agreements with respect thereto.

## 12. **Miscellaneous**

1. If there is any conflict between the Terms and specific terms appearing elsewhere on the Website or any other NeoNorwich website then the Terms shall prevail.
2. If any of the Terms are determined to be illegal, invalid or otherwise unenforceable under UK law, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
3. The Terms shall be governed by and interpreted in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction in relation to any disputes arising under the Terms.
4. NeoNorwich reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under the Terms to any third Event. You may not assign, novate or sub-contract any of your rights or obligations under the Terms to any third Event unless agreed in writing by NeoNorwich.
5. NeoNorwich reserves the right, at all times, to transfer and/or license, without prior notice, right, liability and/or operation of User's NeoNorwich account to another legal entity.
6. No provision of the Terms shall be enforceable by a third Event under the Contracts (Rights of Third Parties) Act 1999.
7. Delay in exercising, or a failure to exercise, any right or remedy in connection with the Terms shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of the Terms shall not constitute a waiver of any subsequent breach.