

Websites owned and managed by VectisVibe – Terms of Service

“VectisVibe” was previously referred in these terms and conditions as the “UK-Parties group”. “UK-Parties” is a Trading Style of VectisVibe. For clarity, these terms and conditions were refreshed on 01/02/2015 with the name “VectisVibe” replacing the “UK-Parties group”.

This document applies to all users of websites and resources provided by VectisVibe with the exception of www.needadisco.com the terms of service of which can be viewed at <http://www.needadisco.com/TOS.pdf>

1. Your relationship with VectisVibe

1.1 Your use of VectisVibe provided software, services and web sites (referred to collectively as the “Services” in this document and excluding any services provided to you by VectisVibe under a separate written agreement) is subject to the terms of a legal agreement between you and VectisVibe, based at 58 Forest Rd, PO36 0JZ, email admin –atsign- uk-parties dot co dot uk. This information is provided in accordance with the Electronic Commerce (EC Directive) Regulations 2002. The following document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with VectisVibe, your agreement with VectisVibe will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Universal Terms”.

1.3 Your agreement with VectisVibe will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and VectisVibe in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Acceptance of the Terms

2.1 In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by VectisVibe in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that VectisVibe will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with VectisVibe, or (b) you are a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print or save a local copy of the Universal Terms for your records.

3. Language

3.1 VectisVibe offers all of its Services in the English language only.

4. Provision of Services by VectisVibe

4.1 VectisVibe is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services that VectisVibe provides may change from time to time without prior notice to you.

4.2 As part of this continuing innovation, you acknowledge and agree that VectisVibe may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at VectisVibe's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform VectisVibe when you stop using the Services. However if you have a financial interest then you should inform VectisVibe in writing to ascertain your entitlement to any rebates.

4.4 You acknowledge and agree that if VectisVibe disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content that is contained in your account.

4.5 You acknowledge and agree that while VectisVibe may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits

may be set by VectisVibe at any time, at VectisVibe's discretion.

4.6 You acknowledge and agree that membership of any of our services and inclusion on any advertising platforms we operate are entirely at the discretion of VectisVibe at all times. Acceptance of membership or advertising content from you is not a guarantee that a future renewal will also be accepted, and VectisVibe may, at any time, choose to revoke membership or advertising provision without explanation.

4.7 You accept that all services provided by VectisVibe are on a 'best endeavours' basis. Any service level indicators shown are estimates only and cannot be relied upon.

4.8 You agree that on occasion VectisVibe may need to temporarily suspend or curtail services. Wherever possible we will give at least two weeks' notice of planned suspensions or curtailments, however this will not always be feasible where a suspension or curtailment is caused by reasons outside our control.

5. Use of Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of your continued use of the Services. You agree that any such information you give to VectisVibe will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United Kingdom or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by VectisVibe, unless you have been specifically allowed to do so in a separate agreement with VectisVibe.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with VectisVibe, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services or any third party work received as a result of using the Services for any purpose.

5.6 You agree that you are solely responsible for (and that VectisVibe has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which VectisVibe may suffer) of any such breach.

6. Passwords and Account Security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to VectisVibe for all activities that occur under your account.

6.3 If you become aware of any unauthorised use of your password or of your account, you agree to notify VectisVibe immediately.

7. Privacy and Personal Information Policy

7.1 The United Kingdom Data Protection Act 1998 provides the framework that defines how personal information can be used. VectisVibe is fully committed to compliance with the Act and will protect any information collected from you diligently. Any personal information that you provide VectisVibe is used only with your express knowledge and permission for the purpose intended.

7.2 VectisVibe will only request the minimum information that we need in order to carry out the function requested. Where superfluous information is provided, we will only refer to this if there is a problem with the primary detail.

7.3 On receipt of any reasonable request with supporting identification, VectisVibe will provide you with a copy of the information we hold about you. Inaccurate or misleading data will be corrected as soon as possible after it is brought to our attention.

7.4 You agree to the use of your data in accordance with VectisVibe's privacy policies.

8. Services Content

8.1 You understand that all information (such as data files, written text, images etc.) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to VectisVibe (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by VectisVibe or by the owners of that Content, in a separate agreement.

8.3 VectisVibe reserves the right (but has no obligation) to pre-screen, review, flag, filter,

modify, refuse or remove any or all Content from any Service. Content accepted for publishing is at the absolute discretion of the site owner.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that VectisVibe has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which VectisVibe may suffer) by doing so.

9. Proprietary rights

9.1 You acknowledge and agree that VectisVibe own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by VectisVibe and that you shall not disclose such information without VectisVibe's prior written consent.

9.2 Unless you have agreed otherwise in writing with VectisVibe, nothing in the Terms gives you a right to use any of VectisVibe's trade names, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with VectisVibe, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and VectisVibe's brand feature use guidelines as updated from time to time.

9.4 Other than the limited license set forth in Section 11, VectisVibe acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with VectisVibe, you agree that you are responsible for protecting and enforcing those rights and that VectisVibe has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorised to do so in writing by VectisVibe, you agree

that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

10. Licence from VectisVibe

10.1 VectisVibe gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by VectisVibe as part of the Services as provided to you by VectisVibe (referred to as the “Software” below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by VectisVibe, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by VectisVibe, in writing.

10.3 Unless VectisVibe has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content licence from you

11.1 By uploading content for display on any VectisVibe website(s) you are granting VectisVibe a non-exclusive, free of charge, perpetual worldwide license to use, reproduce, have reproduced, distribute, communicate and make available in any method and in any and all media including to the public, copy, display, modify and adapt the content. You agree to indemnify and keep indemnified VectisVibe from and against all costs (including the costs of enforcement), expenses, liabilities, direct, indirect and consequential loss (all of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgements which VectisVibe incurs or suffers as a consequence of any claim or allegation from a third party that the content infringes or is likely to infringe on a third party’s intellectual property rights. If you are not sure whether you have the rights to upload particular content, do not upload it. Be aware that we may adapt the content and that we will not provide attribution. If your licence terms do not permit this, do not upload the content.

12. Updates and Changes

12.1 The Software which you use may be updated from time to time by VectisVibe. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new

versions. You agree to this policy as part of your use of the Services.

13. Terminating your relationship with VectisVibe

13.1 The Terms will continue to apply until terminated by either you or VectisVibe as set out below.

13.2 If you want to terminate your legal agreement with VectisVibe, you may do so by notifying VectisVibe at any time. Your notice should be sent, in writing, to VectisVibe's address which is set out at the beginning of these Terms.

13.3 VectisVibe may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);
or

(B) VectisVibe is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) VectisVibe is transitioning to no longer providing the Services to users in the country or area in which you are based or from which you use the service; or

(D) the provision of the Services to you by Vectisvibe is, in VectisVibe's opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect VectisVibe's rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and VectisVibe have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. Exclusion of Warranties

14.1 The Services are provided "as is" and VectisVibe and its Subsidiaries give you no warranty with respect to them.

14.2 In particular, VectisVibe and its Subsidiaries do not represent or warrant to you that:

(A) your use of the Services will meet your requirements,

(B) your use of the Services will be uninterrupted, timely, secure or free from error,

(C) any information obtained by you as a result of your use of the Services will be accurate or reliable, and

(D) that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

14.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

14.4 Nothing in the Terms shall affect your statutory rights and that you cannot contractually agree to alter or waive.

15. Limitation of Liability

15.1 Nothing in these Terms shall exclude or limit VectisVibe's liability for losses which may not be lawfully excluded or limited by applicable law.

15.2 Subject to overall provision in paragraph 15.1 above, VectisVibe, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for:

(A) any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;

(B) any loss or damage which may be incurred by you as a result of:

(i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;

(ii) any changes which VectisVibe may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

(iii) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;

(iii) your failure to provide VectisVibe with accurate account information;

(iv) your failure to keep any password or account details secure and confidential;

15.3 The limitations on VectisVibe's liability to you in paragraph 15.2 above shall apply whether or not VectisVibe has been advised of or should have been aware of the possibility of any such losses arising.

16. Copyright and trade mark policies

16.1 It is VectisVibe's policy to respond to notices of alleged copyright or trade mark infringement that comply with applicable international intellectual property law and to terminating the accounts of infringers.

17. Advertisements

17.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

17.2 The manner, mode and extent of advertising by VectisVibe on the Services are subject to change without specific notice to you.

17.3 In consideration for VectisVibe granting you access to and use of the Services, you agree that VectisVibe may place such advertising on the Services.

17.4 All paid advertisements run from the first day of the month in which they are accepted. Advertisements submitted after the first day of the month will receive a pro-rata refund for unused days by way of site credits, which will be applied against future renewals and upgrades. Such credits may not be refunded monetarily.

18. Other content

18.1 The Services may include hyperlinks to other web sites or content or resources. VectisVibe may have no control over any web sites or resources which are provided by companies or persons other than VectisVibe.

18.2 You acknowledge and agree that VectisVibe is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3 You acknowledge and agree that VectisVibe is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

18.4 VectisVibe actively seeks feedback, reviews, comments and multimedia using a variety of direct and indirect methods including social media networks. In advertising any service or product on any of our websites, you accept that comments may be made about your organization by third parties and made visible via our website(s) to the general public. You acknowledge that VectisVibe takes no responsibility for the content of such comments and will not mediate in any disputes arising.

19. Changes to the Terms

19.1 VectisVibe may make changes to the Universal Terms or Additional Terms from time to time.

19.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, VectisVibe will treat your use as acceptance of the updated Universal Terms or Additional Terms. The current terms may be viewed at any time at <http://www.uk-parties.co.uk/TOS.pdf>

20. General legal terms

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 The Terms constitute the whole legal agreement between you and VectisVibe and govern your use of the Services (but excluding any services which VectisVibe may provide to you under a separate written agreement), and completely replace any prior agreements between you and VectisVibe in relation to the Services.

20.3 You agree that VectisVibe may provide you with notices, including those regarding changes to the Terms, by email, or postings on the Services.

20.4 You agree that if VectisVibe does not exercise or enforce any legal right or remedy which is contained in the Terms (or which VectisVibe has the benefit of under any applicable law), this will not be taken to be a formal waiver of VectisVibe's rights and that those rights or remedies will still be available to VectisVibe.

20.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree that each trading style of VectisVibe shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with VectisVibe under the Terms, shall be governed by English law. You and VectisVibe agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that VectisVibe shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21. Fees and Charges

21.1 The provision of advertising or directory memberships by VectisVibe is deemed to be a 'Business to Business (B2B) transaction under the Consumer Protection (Distance Selling) Regulations 2000 and the EU Alternative Dispute Resolution Directive. VectisVibe does not offer advertising to or accept advertising from consumers. As such refunds are not provided once service has commenced, except as detailed in section 21.2 below.

21.2 An ex-gratia 7-calendar-day "cooling off" period is offered on all of our advertising packages and directory memberships for new first-time users. If you wish to cancel you must inform us in writing of your decision within 7 calendar days of the date/time of your initial application.

21.3 In the event of cancellation by you within the "cooling off" period we will refund all monies paid minus an administration fee of £40.00 minus an amount equivalent to one calendar month's service via the original payment method. If it is not possible to refund via the original payment means, other options will be provided. These options are PayPal or cheque drawn on a UK bank. The issuing of a cheque is subject to a further administration fee of £5.00 and a postage and packaging charge of £5.00 for UK-based addresses and £10.00 for overseas based addresses. Fees associated with the issuing of a PayPal payment will be borne by you. Where the total charges exceed the initial payment, no refund will be made.

21.3.1 In the event of a "chargeback" or similar payment reversal, advertising packages will be immediately suspended pending receipt of alternative payment. If not received within 48 hours, the original payment will be deemed void and an invoice will be raised for the agreed amount plus an administration fee of £40.00 on 7 day payment terms during which the package will remain suspended. Non-payment of the follow-up invoice will be pursued via legal recovery channels. Alternatively, at the discretion of VectisVibe, the advertising package will be cancelled and the person, company and address blacklisted from future dealings with VectisVibe companies and partners.

21.5 In the event of cancellation by VectisVibe at any time during the lifespan of the advertising or membership agreement, a pro-rata refund will be made.

21.6 All refunds due will be made within 28 days.

21.7 Where VectisVibe continues to provide a Service beyond the agreed expiry date without authorisation from the advertiser, the advertiser will not be liable for any additional charges which ought to have incurred.

21.8 Advertisements and directory memberships are not transferable. Any request to change the account holder identity will be considered a cancellation and treated accordingly.

Errors and omissions excepted.

1st August 2016