

Website General Terms of Use

Effective from December 2015

Please read these Website General Terms of Use ("General Terms") carefully before using this website (the "Site"). Using the Site indicates that you accept these General Terms. If you do not accept these General Terms, do not use the Site.

If we change these General Terms, we will post the revised document here with an updated effective date. If we make significant changes to these General Terms, we may also notify you by other means such as sending an email or posting a notice on our home page.

1. Information about us

The Site is operated by Kids Pass Limited ("we", "our", or "us"). We are registered in England and Wales under company number 08924065 and have our registered office at York House, Vicarage Lane, Bowdon, WA14 3BA.

2. Access to the site

2.1. We shall not be liable if for any reason the Site is unavailable at any time or for any period.

2.2. From time to time, we may restrict access to all or some parts of the Site to users who have registered with us.

2.3. You must be 18 years old or older to register on the Site.

2.4. You must keep your registration information up to date.

2.5. If you choose, or you are provided with, a username and password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party

2.6. You must not:

- (i) impersonate or try to impersonate another person;
- (ii) disclose your password to anyone else;
- (iii) allow anyone else use your account;
- (iv) use anyone else's account.

2.7. You are responsible for everything done using your account. If you think that someone else may have access to, or be using, your password or account, you must tell us as soon as possible. You can contact us on 01612448225 or email enquiries@kidspass.co.uk.

2.8. You must inform us of any changes to your account including but not limited to changes to your name, address or email address. Correspondence will be sent to your most recent e-mail address or postal address. We will not be held responsible for any details sent to a previous or incorrect address.

2.9. We reserve the right to restrict or deny you access to all or some parts of the Site if, in our opinion, you have failed to comply with these General Terms.

Website General Terms:

1. Except for information that identifies you personally (e.g. your name, address, telephone number, email address and payment details), any material which you submit will be considered non-confidential and non-proprietary such that we shall have the right to use, copy, distribute and disclose it to third parties for any purpose.

1.1. You agree not to submit any material that :

1.1.1 is false, misleading, defamatory, discriminatory, threatening, offensive, abusive, likely to cause someone anxiety or distress, encourages violence or racial or religious hatred, blasphemous, pornographic, in breach of confidence, in breach of privacy; or

1.1.2. that infringes any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material; or

1.1.3. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or

1.1.4. which encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful.

1.1.5. We are not obliged to use material submitted by you and we may remove from the Site and our database any of the material submitted by you at our sole discretion.

1.1.6. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone submitting material in breach of clause 6.2.

1.1.7. We will not be responsible, or liable to any third party, for the content or accuracy of any materials submitted by you.

7. Data protection and privacy

7.1. We use and process your personal information in accordance with our Privacy Policy.

7.2. We hold a data protection registration and comply with the Data Protection Act 1998.

8. Third party content and links

8.1. We are not liable or responsible for the third party content on the Site. Third party content includes, for example, comments posted by other users and display advertising.

8.2. Where the Site contain links to other sites and resources which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or responsible for the content of third party sites or resources.

9. Liability

9.1. The material contained on the Site is for information purposes only and does not constitute advice. You should carry out your own check in respect of any information on the Site and use your own judgment before doing or not doing anything on the basis of what you see. We give no warranties of any kind in relation to the materials on the Site.

9.2. We are not liable for:

9.2.1. any action you may take as a result of relying on any information/materials provided on the Site or for any loss or damage suffered by you as a result of you taking such action; or

9.2.2. any dealings you have with third parties (e.g. suppliers of goods or services or advertisers) that take place using or facilitated by the Site; or

9.2.3. any liability for losses which are not a foreseeable or likely consequence of (i) your use of the Site, or (ii) a breach by us of these General Terms.

9.3. We are not responsible if you cannot use the Site properly or at all because of any event outside our control (e.g. the performance of your or our internet service provider, your browser or the internet.)

9.4. The Site relies in part on software to work. Software has bugs. Whilst we monitor the Site and try to fix bugs promptly, we do not guarantee that the Site will be error free, available all the time and/or free from viruses.

9.5. Nothing in these General Terms affects any liability which we may have for death or personal injury arising from our negligence, fraud or any other liability which cannot be excluded or limited by law.

10. Termination of Accounts

10.1 Accounts will terminate automatically:

10.1.1 if you die; or

10.1.2 if we reasonably believe that you have committed an act of Fraud against us or any supplier.

10.2 In the case of any termination in accordance with paragraph 10.1.2, we may cancel all pending Cashback or Confirmed Cashback. You shall be liable to us for:

10.2.1 any reasonable costs, including legal fees, incurred by us.

10.5 In the event of the termination of an account for any reason:

10.5.2 the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected.

11. Validity of these general terms

If any part or provision of these General Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

12. Applicable law and jurisdiction

These General Terms are governed by English law. The English courts shall have exclusive jurisdiction over any claim brought by you arising from, or related to, use of the Site and these General Terms.