

General Terms and Conditions & Privacy Policy

By becoming a member of MyVillageInternational, an international social network for professionals, you subscribe to the following Terms of Use. Before you register to become a Member, please read these terms and conditions below carefully, as they form part of a legally binding agreement between Us and You. If you agree to the following terms and conditions, please tick the box located at the bottom of the registration page, agreeing to the words “I have read the terms and conditions of use of the services offered by MyVillageInternational and I confirm that I accept them”. If you do not agree to these terms and conditions, you should not register as a Member.

The Service is provided by EPM Ltd, UK (Company Number **4716925**) trading as MyVillageInternational. The service allows Members to access the profiles of other Members who have registered, to make contact with other members via emails or chat rooms and to organize and participate in events organized by the members and to join forum discussions.

1- Definition

In these terms and conditions, the following words have the following meaning unless the context requires otherwise:

- 1.1- “Agreement” means the agreement between You and Us incorporating these conditions for the provision of Service
- 1.2- “Intellectual Property rights” means all patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered), and other similar rights wherever existing in the world together with the right to apply for protection of the same
- 1.3- “Liability” means the Liability for any or all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities
- 1.4- “Member” means any person whose membership has been accepted by Us and whose membership remains valid for the time being. Paying members have paid a subscription and have full access to the services. Free members have not paid any subscription and have only a limited access to the services.
- 1.5- “Post” means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or any other material on the Service, and the phrases “posted” and “posting” shall be construed accordingly
- 1.6- “Profile” means the section containing details, photographs and/or information about You
- 1.7- “Service” means the service provided by Us to You including, but not limited to, Us allowing You to browse the Website, contact and/or be contacted by other Members through the Website and/or Post information on the Website

- 1.8- “User” means any person who browses the Website
- 1.9- “We, Us, Our” means MyvillageInternational.com (at the address specified above)
- 1.10- “events” means any type of events (sporty, cultural, social etc) organized by the Members and published onto the web site
- 1.11- “Web site” means Our web site at URL www.myvillageinternational.com or such other URL that We may use to provide the Service from time to time
- 1.12- “You,Your, Yourself” means the person whose application for membership of the Service is accepted by Us.
- 1.13- “Myvillageinternational” or MVI, refer to the trading activities of EPM Ltd

2- Services

2.1- MyVillageInternational provides the User with an internet platform which incorporates technical applications that allow the User to establish contact and share information with other Members.

The services include capability to:

- Put a detailed profile on the web site including loading on photographs, videos & music records
- Communicate with other Member via the Web site using either emails, chat rooms & forums
- Post, access diary and participate in events organized by the Member networks
- Post and access advertisement for jobs
- Join discussions on forums and groups run through the web site

2.2- MyVillageInternational reserves the right to modify the Services or to offer services different from those offered at the time of the User’s registration at any time. MyVillageInternational shall give 2 weeks notice of any amendments of Services to the User via the User’s email address onto the web site or by placing a notice onto the web site accessible to all Members.

3- Access and Registration

3.1- To become a Member of MyvillageInternational, you must be at minimum 18 years old at the time of registration and you must fill in all the mandatory registration fields. You have not been convicted of any offence relating to violence and/or any offence under the Protection from Harassment Act 1997 (or under any statutory enactment replacing and/or amending such Act), and/or any other serious criminal offence. You have not been subject to any injunction or any order to pay damages under the Protection from Harassment Act 1997 (or under any statutory enactment replacing and/or amending such Act).

3.2- If you are not able or not willing to give the warranties and representations set out in clause 3.1 above you must not apply for membership of MyVillageInternational

3.3- Under the Consumer Protection (Distance selling) Regulation Act (2000), You are entitled to an eight-day cooling off period that begins on the date on which You enter the agreement to use the

Service and ends at the end of 8 working days after you enter into that agreement. During this time you have the right to cancel your contract without penalty. However, the cooling off period and the right to cancel does not apply if you begin to use the Service before the end of the cooling off period. Therefore, if you use the Service immediately by accessing our Website, you will not be able to cancel the agreement.

3.4- In order to register the User must apply for registration by completing the registration procedure onto MyVillageInternational. The User hereby confirms that he/she will fill in accurate information about himself (herself). There is the option to use a pseudonym or nickname to preserve privacy.

3.5- The User confirms that he will register himself/herself only with one user account.

3.6- With the registration, the User set a password (or login) to use to identify himself/herself so as to access the Services and the User's personal account. The User is solely responsible for keeping his/her password secret so as to prevent other persons to access it. In case of unauthorized use of the User's password or account and breach of security, the Member will inform immediately MyVillageInternational using the Contact form on the web site.

3.7- You acknowledge that other Users will be able to view Your Profile. If you post and/or disclose to other Users any confidential or sensitive information about Yourself then You do so entirely at Your own risk. MyVillageInternational offers you the possibility to customise the information viewable by other members depending on the circles namely family, friends, business contacts, acquaintances circles, other MVI members & the public.

3.8- You are solely responsible for the contents of your Profile posted on the Service or transmitted to other Members. You agree that all information posted by you is accurate, true, complete and is not misleading. You will regularly update your information so that it remains accurate, true, complete and not misleading to other Members if your situation changes significantly.

3.9- We reserve the right to review Your Profile from time to time and to amend and/or delete it if We, in Our sole discretion, think that it should be amended and/or deleted.

3.10- MyVillageInternational reserves the right to refuse registration of any User for any or no reason.

4- User's conduct

4.1- You will provide true and accurate personal, social and professional information with up to date pictures not later than three years old.

4.2- Except for advertising programs offered by us on the Site (e.g My Village international' ads & sponsorship sections), the services offered by MVI are available for your personal, non-commercial use only.

4.3- You will not transmit and/or post information, pictures and/or any other material which breaches, infringes, violates and/or is contrary to any law, by-law, statute and/or regulation or any other parties' rights (including but not limited to Intellectual Property Rights and/or privacy rights).

You agree not to use the service to:

- harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site
- use automated scripts to collect information from or otherwise interact with the Service or the Site
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- upload, post, transmit, share or otherwise make unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation
- upload, post, transmit, share, store or otherwise make publicity available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- intimidate or harass another
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type

Without prejudice to the clauses in the "termination" article, in the event of breach by You of one or more of these rules, We reserve the right to block your accounts, to remove automatically the messages in question, to prevent the publication of all or part of your profile, and/or to block your access to all of part of the Service, temporarily or permanently, without compensation or refund.

5- Intellectual Property rights

5.1- All intellectual Property Rights in the Service and the Website shall be owned by Us absolutely

5.2- You warrant and represent to Us that the information posted in Your Profile is posted by You and that You are the sole author of Your Profile. You assign to Us with full title guarantee all copyright in Your Profile

5.3- You waive absolutely any and all moral right to be identified as author of Your Profile and any similar rights in any jurisdiction

5.4- You agree that You will keep confidential and not use, except for purposes contemplated by this agreement, any and/or all information relating to the Service which may be disclosed to You or which You may learn-except where such information is public knowledge or it is required to be disclosed by law.

5.5- The trademarks, logos, graphics, photographs, animations, videos and text appearing on the www.myvillageinternational.com site are the intellectual property of My Village International and cannot be reproduced, used, published, sold, or displayed without the express prior written permission of Us with risks of being taken to court.

5.6- The rights of use of the Site are given to You under a numeric form using your own computer and navigator system. The printing of one or more web site pages are authorized for your private usage only. All other usages are forbidden without prior written authorization by Us.

5.7- You authorize My Village International to modify any designs and contents to fit the graphic charts at www.myvillageinternational.com and/so as to make the information provided compatible with the technical format of the services provided on the Site.

6- Guarantee

6.1- The Service is provided in its current form and We do not guarantee that the Service, or any element of the Service will meet Your requirements, purpose and/or expectations

6.2- We do not warrant that any of the information and/or material provided in the Service is accurate

6.3- We do not provide any warranty in respect of the Service, results, availability, and/or uninterrupted use of the Service due to any problem or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure or Email or traffic congestion on the Internet or the Website.

6.4- If you arrange any meetings an any events with any person through the Service then You do so at Your own risk. You should take such precautions as You deem necessary to ensure Your personal safety.

7- Limitations on liability

7.1- We shall have no liability for any defect in the Service caused or contributed to by You and/or any other Member

7.2- We shall have no liability to You if any monies owed by You to Us have not been in full by the due date for payment

7.3- You shall give Us a reasonable opportunity to remedy any matter for which We are liable before You incur any costs and/or expenses in remedying the matter Yourself. If You do not so, We shall have no Liability to You

7.4- You shall produce to Us written evidence of any claims for which it is alleged that We are liable together with written details of how any loss was caused by Us and the steps You have taken to mitigate the loss before We shall have any Liability for the claim by You

7.5- We shall have no liability to You to the extent that You are covered by any policy of insurance and You shall ensure that Your insurers waive any and all rights of subrogation they may have against Us

7.6- We shall have no Liability to You arising out of Your use of the Service and/or Your reliance on any information and/or other material posted on the Service or posted to you by other Members

7.7- It is possible for other Users and/or unauthorized users to obtain and misuse information about You as a result of Your use of the Service. We shall have no Liability to You arising out of any Member's and/or unauthorized User's misuse of information and/or other material posted by You on the Service and/or to other Members

7.8- We shall have no Liability to You for any:

- consequential losses, whether direct or indirect losses (including but not limited to loss of profits, damage to goodwill, damage to reputation, loss of data, loss of programs and/or service interruptions)
- Economic and/or other similar losses
- Special damages and indirect losses

7.9 You shall be under a duty to mitigate any loss, damage, costs or expenses that you may suffer from any of the above scenarios.

7.10 Our total liability to You under and/or arising in relation to any Contract shall not exceed 5 times the amount paid by You for the Service (if any) under that Contract or the sum of £2700, whichever is the higher sum

7.11- Each of the limitations and/or exclusions in this Agreement shall be deemed to be repeated, and apply as a separate provision for each of:

7.11.1- Liability for breach of contract

7.11.2- Liability in tort (including negligence)

7.11.3- Liability for breach of statutory duty; except clause 7.10 above which shall apply once only in respect of all the said types of Liability

7.12 Nothing in this Agreement shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other liability which We are not permitted to exclude or limit as a matter of law

7.13 Nothing in this Contract shall exclude or limit any of Your statutory rights which may not be excluded or limited due to You acting as a consumer.

7.14 We shall have no liability to You for any delay in performance of this Service and/or any other matters to the extent that such events and/or matters are due to any events outside Our reasonable control including but not limited to war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events

7.15 The User acknowledge that MyVillageInternational include and provide contents provided by third party providers including links to websites of third parties. We cannot be held liable for any third-party contents.

7.16 We cannot be held liable for false statement made by a Member. It is therefore important to take certain precautions when meeting another Member. We shall be free of any liability with regard to meetings between Members and/or non-members following the use of its sites and services.

8- Privacy and confidentiality

Please see our [Privacy Policy](#) (hyperlink) for more information on this section.

9- Price and payment

9.1- The prices for current subscriptions to our Service are shown on the “My Profil/My membership” on the Website. The information on that page forms part of this Agreement. These subscription prices may be varied from time to time. Any increase in prices for the Service will be shown on the “Profil and membership’ page” and will be effective from the date of posting

9.2- Our prices are inclusive of any applicable VAT and any details given in relation to exchange rates are approximate only and may vary from time to time

9.3- You shall pay all sums due to Us under this Agreement by the means of the payment specified in Our Website and without any set-off, deduction, payment counterclaim and/or other withholding of monies

9.4- No payment or refund will be given to you for any downtime in respect of the Service or for your inability to access the Service due to technical problems beyond our control

9.5- Automatic renewal: By default, there is an automatic renewal option activated under ‘My Profile/my setting. With this option ticked, all membership subscriptions (including special offers) automatically renew during the last day of the subscription term which is about to lapse. Prior to this automatic renewal, the system will send you an information email two weeks before the money is taken. The relevant amount will be charged to the credit card used for your original transaction, In the case of you taking advantage of a reduced price offer, the product will auto renew at the “standard” price of that product at the time of taking the first subscription. This continues until you decide to cancel the automatic renewal. However, you can unclick the automatic renewal option under my profile/my setting and the status of your profile will revert back to the limited services offered to ‘free’ members at the end of your Paying subscription. You can cancel it by accessing “My profile/my setting area” part of the website and clicking on “cancel automatic renewal”. Please note that you can only cancel Automatic Renewal up to 1 day prior to the end of term of your current subscription. Beyond this date You will be committed to a further term of subscription.

10- Termination

10.1- You can stop at any time and for any reason your memberships with MyVillageInternationalL

You need to connect to the site and go under:

- “My Profile/My Membership” and then click on ‘contact us’

The suppression of your profile and all personal date will be effective within the next 48 hours.

10.2- All memberships paid by You to Us are non-refundable and cancellation and/or termination of this Agreement at any time for any reason will not entitle you to a refund of monies paid.

10.3- If

10.3.1- You fail to make payment to Us when due

10.3.2- You breach the terms of this Agreement

10.3.3 You fail to provide us within the time limit requested by Us sufficient information to enable Us to determine the accuracy and/or validity of any information posted by You, and/or in

Our reasonable opinion, any information posted by You is damaging or potentially damaging to the interest of Our business and/or community ethic, then We reserve the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.4 below

10.4- If any of the events set out in clause 10.3 above occurs in relation to You then:

10.4.1- We may terminate this Agreement immediately

10.4.2- We may immediately suspend and/or terminate Your access to the Service without notice; and/or

10.4.3- All monies owed by You to Us shall become immediately due and payable

10.5- When we are notified that a user has died, we will generally immediately close the account. To our discretion, we may keep the user's account active under a special memorialized status for a period of time determined by Us to allow other users to post and view comments.

11- Competent courts and applicable law

This agreement shall be governed by and construed in accordance with English law. The English courts shall have non-exclusive jurisdiction to hear any dispute relating to these terms of use, including, without limitation, their validity, their interpretation, their performance and/or their termination and its consequences.

12- Indemnity

You agree to indemnify and hold the Company and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Applications, Software of Content you post or share on or through the site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of this Agreement or any law or rights of any third party.

13- Submissions

You acknowledge that any comments, suggestions, ideas, feedbacks and other information submitted through the Site or Service ("Ideas box or contact box"), provided by you are non-confidential and shall become the sole property of the Company. MyVillageInternational shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgement or necessary compensation to you.

Privacy Policy

We confirm that all personal data handled and stored by us is done in strict compliance with the UK Data Protection Act 1998.

Registration

On initial registration we collate personal information such as your name, date of birth, e-mail addresses, postal addresses, education background, profession, hobbies & interests. We use this information for administrative purposes and to provide you with MyVillageInternationalService. We use some of this information to help to create your profile. Your Profile Section has facilities where you can upload photographs & photo albums of yourself and create links to your own blog/web site. You can choose not to disclose your personal data such as name, email address, home address and date of birth to other members with a customised approach depending on circles using 'edit my profile'. The "default profile" will be visible by all MVI members.

Communication with other registered members via the Website

If you have registered with MyVillageInternational, we provide a means by which you can communicate with other registered members of the website using the email, forums, groups, chat rooms, events etc. We do not use the information disclosed during these communications for any purpose.

Cookies and log files:

While on our website, we automatically log certain information about how you are using the website. For example, we use your IP internet address to help diagnose problems with our server, to administer our website, and to help identify you for our own administrative purposes.

We also use a feature known as a cookie. A cookie is a small data file which resides on your computer which allows us to recognize you as a user when you return to website using the same computer and web browser. Cookies allow us to keep track of your chosen set-up of the website. We also use cookies to deliver content specific to you interests, to save your password so you don't have to re-enter it each time you visit our website, and for other purposes.

Most browsers are set up to accept cookies, but you can configure your browser to refuse cookies or to notify you when you have received one. Please be aware that disabling cookies will stop your ability to enter our website.

Information sharing and disclosure:

We do not generally disclose information we have collected from you through this website to third parties. We may however disclose the information that we have collated to the following:

- If you register as a member:

Information that you disclose to us may be disclosed to employees and agents of MyVillageInternational for them to administer your account and create your profile. If you choose to reveal your personal data in any communications with another members, that information will of course, be available to such members.

- Co-branded sites:

Sometimes we may enter into promotional arrangements with carefully selected partners where we operate a web site branded with both our and their branding. We call this a co-branded site. If you registered as a member through a co-branded site, then we will share the information that you disclose on registration (but no other information) with that co-branding partner. In this case, please check their privacy policy to see how they will use your information.

- Transfer:

If ownership or operational control of all or part of this website is transferred, your information may be disclosed to a transferee, but we would require from them that they use information in a way that is consistent with this Privacy Policy.

Payment:

If you subscribe to any of our services over this website, we use Paypal Payment Services to process your payment. Paypal operates a secure server to process your payment details, They encrypt your credit or debit card information and authorize payment directly. This means that your credit card or debit card details are never revealed to us.

Editing your information:

You can access and edit any information you have previously entered by selecting “My Profile/Editing my profile” section of the website.

Security

We have appropriate measures in place to ensure that personal information is protected against unauthorized access or use, alteration, unlawful or accidental destruction and accidental loss. However, we cannot guarantee the security of the information that you disclose to us. You accept the inherent risks of providing information and dealing on-line and will not hold us responsible for any breach of security unless this is due to our negligence or willful default.

Right to see you personal information:

You have the right to see you personal information (as defined under the Data Protection Act 1988) that we keep about you, upon receipt of a written request and payment of a fee. If you wish to make such a request or are concerned that any of the information we hold on you is incorrect or please contact us by writing to the Data Protection Officer, MyVillageInternational, 18 Brighton Road, Horsham RH13 5BA, U.K

Changes

Any changes to this Privacy Policy will be posted on this page so that you are always aware of the information that we collect, how we use it, and under what circumstances we disclose it.