

These Membership Terms and Conditions apply where You choose to register as a Paid Member of this website (the "Site"). This Site and the related Kpop Team sites are offered to you ("Your"/"You") by Kpop Team Ltd (81 Lynmouth Ave, EN1 2LS). Kpop Team Limited is registered in England and Wales. Registration Number: 0 7 0 0 2 7 2 7. Registered Office: 81 Lynmouth Ave, EN1 2LS, United Kingdom



Please read these Membership Terms and Conditions carefully before registering on the Site as a Paid Member. If You do not agree to these Membership Terms and Conditions, then You SHOULD NOT register as a Paid Member.

1. Acceptance of Membership Terms and Conditions

- 1.1 By clicking "Accept" to register You will be deemed to have consented to these Membership Terms and Conditions.
- 1.2 We reserve the right to change or update these Membership Terms and Conditions from time to time (subject to Your termination right pursuant to paragraph 8). Any revisions to these Membership Terms and Conditions will be notified to You the next time that You log on to the Site as a Member.

2. Description of Membership and Subscription

- 2.1 As a Paid Member, You can take advantage of many services which we offer, see our membership page for more details.
- 2.2 Member subscription payments can be made in UK Sterling, Euros or Dollars.
- 2.3 Please note that any Member subscription paid by You is subject to a minimum contractual period of one year.

3. Age of Consent

- 3.1 You must be **18 years or over** to register as a Paid Member. If We discover or have any reason to suspect that You are not over 18 years of age, then We reserve Our right to suspend or terminate Your Membership to this Site immediately and without notice.

4. Membership cards

- 4.1 Upon registration as a Paid Member, You receive your membership card via post.
- 4.2 You are responsible for membership card.
- 4.3 You agree to notify us immediately if you lose your membership card or if it becomes damaged.

5. Your warranties

- 5.1 You warrant that:
 - 5.1.1 You are over 18 years of age;
 - 5.1.2 all information and details provided by You to Us (including on registration as a Member) are true, accurate and up to date in all respects and at all times (you need to email us with any changes); and
 - 5.1.3 You will comply with these Membership Terms and Conditions including, without limitation, the restrictions relating to acceptable use set out at section 6 below.
- 5.2 You agree to indemnify and hold Us harmless from any claim or damages (including any legal fees in relation to same) made by a third party in respect of any matter in relation to or arising from Your use and Membership arising from any breach or suspected breach of these Membership Terms and Conditions by You or Your violation of any law or the rights of any third party.

6. Acceptable Use

- 6.1 We support the free flow of information and ideas over the Internet and do not actively monitor use of the Site, including the Members' area under normal circumstances. We seek to balance this aim with Our obligations to other Members and at law however. We do therefore review all profiles entered onto the Site by Members, check instant messages where certain keywords are triggered and log chatroom exchanges in order to ensure compliance with these terms, and to comply with or investigate any enforcement agency or police request or complaints. We also therefore require that You do not:**
- 6.1.1 say or do anything that would cause annoyance, inconvenience, harassment or needless anxiety to others;
 - 6.1.2 advertise or promote third party or Your own products or services including by way of the distribution of 'spam' mail;
 - 6.1.3 use foul, threatening or offensive language including, without limitation, racist, sexist, ageist, homophobic or sexually explicit language where inappropriate;
 - 6.1.4 make insulting remarks to or about other Members ("flaming");
 - 6.1.5 jump in and out of Site forum rooms ("frogging");
 - 6.1.6 distribute illegal, copyright infringing, indecent or offensive material or any messages or content that may incite disorder or encourage illegal activities or that causes or may cause harm to minors;
 - 6.1.7 impersonate another person or Member;
 - 6.1.8 transfer files that contain viruses, trojans or other harmful programs;
 - 6.1.9 use the Site to conduct any fraudulent activity including any "pyramid scheme"; "ponzi scheme" or "chain letter";
 - 6.1.10 access or attempt to access the accounts of other Members or to penetrate or attempt to penetrate the Site security measures;
 - 6.1.11 have more than one Member Account at any time.
- 6.2 We may take any or all of the following action at Our discretion:
- 6.2.1 remove any Member profile (including photographs) or other material that, in Our sole discretion may be inappropriate or We suspect to be illegal, subject Us to liability or which may violate these Membership Terms and Conditions or where required to do so by law;
 - 6.2.2 issue Members with verbal or written warnings and may take such further action as We deem appropriate under this paragraph 6.2 if such warnings are not heeded;
 - 6.2.3 suspend or terminate a Member's access to the Members' area of the Site or a Member's Account without notice at any time;
 - 6.2.4 inform the appropriate authorities and provide them with information regarding any suspected illegal activity; or
 - 6.2.5 bring legal action against a Member or other user of the Site in relation to any breach of these Membership Terms and Conditions or any illegal or suspected illegal activity.
- We will determine what action is appropriate to be taken against a Member on a case by case basis.**

6.3 You acknowledge that We may be required by law or regulation to access, monitor, store or copy material sent by or to Members without further notice to You.

7. Cancellation

7.1 Your Membership services commence immediately when You submit Your registration, or subscription. This means that, subject always to Your right to terminate as set out below, You will not be able to cancel the services after this point.

8. Termination of Membership

8.1 Subject to paragraph 8.2 below, You can terminate Your Membership at any time by notifying Us at support@kpopteam.com

8.2 Please note that any Member subscription paid by You is subject to the minimum contractual period of one year. This means that, where You choose to terminate Your Member subscription before the expiry of this period, You will not receive any refund in respect of this minimum contractual period.

8.3 No refunds will be paid by Us where Your Membership is terminated by Us as a consequence of Your breach of these Membership Terms and Conditions.

9. Copyright and Other Intellectual Property Rights

9.1 Your use of the Site grants no rights to You in relation to copyright, trade marks or other of Our intellectual property rights or the intellectual property rights of third parties.

9.2 You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, communicate to the public, or otherwise use the content included in or provided via the Site except for Your own personal, non-commercial use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

10. Limitation of Liability

10.1 Whilst We will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the Site will be available uninterrupted and in a fully operating condition nor that the information on and provided via the Site will be free from errors or omissions.

10.2 Access to this Site and its contents may be suspended temporarily and without notice in the case of system failure, necessary maintenance or repair or for reasons beyond Our control.

10.3 Save that nothing in this paragraph 10 shall restrict Your statutory rights (including Your right to receive a reasonable standard of service), all content and services on this Site are provided on an 'as is' and 'as available' basis. We do not make any representation or give any warranty in respect of the Site or its content, including, without limitation information provided by or regarding other Members. We can not vet all Member profiles and entries to ensure that they are appropriate or correct. **Any decision made or action taken by You on the basis of information provided on or via the Site is at Your sole discretion and risk.**

10.4 Due to the fact that many technical aspects of the Site and the content provided herein is supplied by or otherwise dependent on third parties, We do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose, or freedom from viruses, or other harmful programs of the content contained in or accessed through this Site.

10.5 We will not be liable for any damages, including indirect or consequential losses and whether in contract, tort (including negligence) or otherwise, arising in connection with any use by You or other Members of the Site that is in contravention of these Membership Terms and Conditions or is not directly attributable to Our negligence. Where We are liable for direct loss this will be limited to a maximum of the total price of the Member Subscription paid to Us by You in the 6 months prior to the claim.

10.6 Nothing in these Terms and Conditions shall exclude or limit Our liability for death or personal injury caused by Our negligence.

11. Security and Privacy

11.1 Your security and those of all Our Members is very important to Us.

12. General

12.1 We shall not be liable for any failure for any suspension, or termination of access to the Site or any content arising out of a force majeure event. A force majeure event shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting Us or Our suppliers.

12.2 If any of these Membership Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of law then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

12.3 These Membership Terms and Conditions shall be governed by and interpreted in accordance with the laws of England. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Complaints and Feedback

13.1 If You have any complaints about another Member or any aspect of the Site or if You have any questions or would otherwise like to provide any other feedback, then You can contact Us by emailing: support@kpopteam.com or writing to us at the address set out at the top of these terms.