



## NENE VALLEY H.O.G. CHAPTER (9946)

### Chapter website terms and conditions of use

**This website is owned and operated by the Nene Valley H.O.G. Chapter (9946) – a not for profit organisation based in the United Kingdom that is run by volunteers who receive no remuneration for their efforts. The following sets out the terms and conditions that apply when you use this website. If you do not agree to be bound by these then you must not use this website.**

#### 1. Privacy

All personal data that is collected on the website is used by the Chapter only for the day-to-day running of the Chapter. We do not pass any of your data on to marketing companies or the like, and we abide by the General Data Protection Regulations 2018. Please refer to the Privacy Statement on the Chapter website for further details on this. Any information or content you may post to the Members' Forum is restricted to members only and is not published anywhere else. Though we will try to keep data private, it is always a possibility that a bug may cause it to be revealed – we're only human and make mistakes. As such you agree that your use of this site is completely at your own risk. Additionally, because the server providing the website and communications are located in the US, you consent to having any content or personal information transferred to and processed outside the EU.

#### 2. Uploaded Content

Any information and/or content uploaded to the site remains the copyright of the original owner.

You specifically give us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on the website – which basically means that you allow us to display it anywhere on the website and that anyone can view it, which is presumably why you're posting it in the first place.

#### 3. Security

The website keeps members' personal data safe in an encrypted form and we do all we can to protect your data. To help us in this, you must not upload any viruses or malicious code, attempt to solicit or otherwise obtain login information, login to the site using an account you do not have permission to use, or use automated means of accessing the site without our permission.

Additionally, for the safety of everyone in general, you must not post unauthorised commercial communications (e.g. spam), engage in any unlawful behaviour, attempt to maliciously mislead any user, upload any content you do not have permission to upload, bully or intimidate or harass any user, post content of a threatening nature or that incites hate or violence or that is pornographic or gratuitously violent, or encourage any user to violate these terms and conditions.

#### 4. Protecting Rights

As well as protecting your personal data and rights, we also need to protect others' personal data and rights.

To this end you will not post content that infringes or violates someone else's rights or that violates the law. This means that you must not post any copyrighted content unless you have permission to do so, and you agree to fully indemnify the Chapter against any legal action taken by a third party over any item of content that you have uploaded to the website. You will also not post anyone else's personal information, including but not limited to identification documents financial records or contact details.

#### 5. Advertising

All adverts placed on the website are done so as private advertisements by individuals and the Chapter does not accept any liability for any loss or damage caused through responding to any advert, or use of any items sold as a result of any advert. Basically it's between the buyer and seller and the Chapter has no part in any transaction.

You must only advertise items that are yours to sell or that you have full permission to sell. You must not post adverts on behalf of a business or advertise any products being sold by a business. We only accept adverts for one-off physical items or goods, and you must not advertise any services including but not limited to magazine subscriptions, club memberships, or dealer or trader services, or products that you manufacture.

#### 6. Termination and Disputes

We reserve the right to determine whether anything you have done has broken the letter or the spirit of these terms and conditions. If we decide that you have broken the terms and conditions then we reserve the right to ban you from logging into or accessing this website. Access to this website is not a right of membership.

You will resolve any claim, cause of action or dispute (claim) you have with the Chapter arising out of or relating to this Statement or the Chapter or the website exclusively in the United Kingdom, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the United Kingdom will govern this Statement, as well as any claim that might arise between you and the Chapter, without regard to conflict of law provisions.

If anyone brings a claim against the Chapter related to your actions, content or information on this website, you will indemnify and hold the Chapter harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions and are not responsible for the content or information users upload or post. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on the website. We are also not responsible for the conduct, whether online or offline, or any user of the site or any member of the Chapter.

## 7. Cancellations and Refunds

We regret that we do not offer any refunds and do not accept any cancellations. When you take out a membership you immediately get access to the members' sections of the website so the service is deemed to have started from that moment.

**This Statement makes up the entire agreement between the parties regarding the Chapter and its website, and supersedes any prior agreements. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of this Statement, it will not be considered a waiver. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent. All of our rights and obligations under this Statement are freely assignable by us. Nothing in this Statement shall prevent us from complying with the law. This Statement does not confer any third party beneficiary rights. We reserve all rights not expressly granted to you. You will comply with all applicable laws when using or accessing this website. Your statutory rights are not affected by these terms and conditions.**