

# Terms & Conditions

General terms and conditions of use of the service released 30.09.2016

**PARSHIP is a dating and relationships service (the "Service") available to PARSHIP Members via the Internet. The Service allows Members to access the profiles of other Members who have registered. The Service is provided by PE Digital GmbH, Speersort 10, 20095 Hamburg, Germany, trading as PARSHIP.ie. The Service can either be accessed by the Member free of charge or in respect of specified services on payment.**

**The Service that we provide is available only to registered Members. 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 be bound by 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 PARSHIP and I confirm that I accept them". If you do not agree to these terms and conditions, you should not register as a Member.**

**This constitutes your agreement with PARSHIP.ie with regards to the use of the Service. By registering as a Member and in order to use the Service you agree to be bound by these terms and conditions.**

## 1 Definitions

In these conditions the following words have the following meanings unless the context requires otherwise:

- 1.1. "Agreement" means the agreement between You and Us incorporating these conditions for the provision of the 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 and 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;
- 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 PARSHIP.ie (at the address specified above);
- 1.10. "Website" means Our Website at URL [www.parship.ie](http://www.parship.ie) or such other URL that We may use to provide the Service from time to time;
- 1.11. "You, Your, Yourself" means the person whose application for membership of the Service is accepted by Us.

## 2 Access and Registration

- 2.1. By accepting these conditions You warrant and represent to Us that:
  - 2.1.1. You are at least 18 years old at the time of registration;
  - 2.1.2. 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.
  - 2.1.3. 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).
- 2.2. If you are not able or not willing to give the warranties and representations set out in clause 2.1 above you must not apply for membership of PARSHIP.

## 3 Basis of contract

- 3.1. This is a legally binding Agreement between You and Us for the provision of the Service.
- 3.2. These conditions (as amended by Us from time to time) shall govern the Agreement between You and Us to the exclusion of any other terms or conditions and You agree to abide by these terms and conditions (as amended by Us from time to time).
- 3.3. These conditions (as amended by Us from time to time) supersede all other terms and conditions and shall replace any terms and conditions previously notified to You.
- 3.4. We reserve the right to vary these conditions at any time. If We vary these conditions, the updated conditions will be posted on the Terms and Conditions page of the Website as soon as the alteration is made.
- 3.5. Your continued use of the Service after posting of the varied conditions on the Website constitutes your acceptance of the varied conditions and your agreement to be bound by the agreement, as amended.
- 3.6. You acknowledge that You do not rely on any representation and/or warranty that has not been made in accordance with these conditions.
- 3.7. We reserve the right to monitor and at Our own decision remove for any reason any information, photographs and/or other material Posted by You.
- 3.8. We reserve the right to refuse to register applications for membership and to terminate memberships at any time.
- 3.9. We reserve the right to make changes to the Service as required from time to time by law or applicable safety requirements provided that they do not have a material adverse effect on the quality of the Service.
- 3.10. The Service and the Website is for personal use of individual Members only and may not be used in connection with any commercial activity. Companies and/or

businesses or any other commercial organizations may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorised use of the Service or Website including collecting user names and/or Email addresses of Members by electronic or other means for the purposes of sending unsolicited Email and unauthorised framing or linking to the Website will be investigated and appropriate legal action will be taken, including without limitation, civil, criminal and injunctive redress.

- 3.11. We have no control over the quality, compatibility or safety of Members or over the truthfulness, accuracy or completeness of any Posting on the Website. As we do not review the Postings on the Website, you enter this Agreement in the knowledge that other Members' information, despite the prohibitions set out in these Terms and Conditions, may be inaccurate or deceptive.

## 4 Price and payment

- 4.1. The prices for current subscriptions to our Service can be found on the 'Purchase' page which is accessible from the 'Become a Premium Member' links on the Website. The information on that page forms part of this Agreement. These subscription prices may be varied from time to time.
- 4.2. 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.
- 4.3. 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, counterclaim and/or any other withholding of monies.
- 4.4. 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.

## 5 Automatic Renewal

- 5.1. **All Premium Membership subscriptions (including special offers) automatically renew on the last day of a current subscription.** The relevant amount will be charged to the credit card used for your original transaction. 'Standard' subscriptions relate to terms of 3, 6 or 12 months.
  - a) If you have bought a discounted subscription for 3, 6 or 12 months, it will automatically renew at the standard full price for that subscription term as specified at the time you made your initial, discounted purchase. In the case of certain special introductory offers, it will renew for a longer subscription period than you initially purchased (e.g. 3 month renewing at 6 months).
  - b) If you have taken advantage of an added-value subscription offer (e.g. 7 months for the price of 6), your subscription will automatically renew for the standard term on which it was based (e.g. 6 months) and at the standard subscription price as specified at the time you made your initial, added-value purchase. The terms of the subscription renewal will be clearly indicated at the time of purchase.
- 5.2. These automatic renewals continue until you decide to cancel them. You can cancel the automatic renewal facility at any time up to 1 day prior to the start of the next renewal period. Instructions for cancellation of automatic renewal can

be found within the 'My Membership' area of the 'Data & Settings' sections of the website.

## 6 Member's obligations

- 6.1. You will not:
  - 6.1.1. Post Your personal details such as Your telephone number, address and/or Email address or URL in Your Profile or any other information which would allow other Members and/or Users to contact You directly;
  - 6.1.2. 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 in (including but not limited to Intellectual Property Rights and/or privacy rights);
  - 6.1.3. use the Service to promote another site, service and/or business in any way including but not limited to Posting any personal Email addresses URL's and/or other personal telephone numbers in Your Profile;
  - 6.1.4. solicit other Members' business, buy or sell products and/or services through the Service;
  - 6.1.5. misuse in any way the Service or any information Posted on the Service;
  - 6.1.6. attempt to gain unauthorised access to any information available on the Service or to any of the networks used in providing the Service;
  - 6.1.7. Post and/or reproduce in any way any information and/or material in which the Intellectual Property Rights belong to another party without first obtaining the prior consent of the owner of such rights;
  - 6.1.8. copy, in whole or in part any of the information on the Website (including, but not limited to any information contained in other Members' Profiles) other than for the purposes provided for in this Agreement;
  - 6.1.9. Post any chain letters and/or junk Email to other Members;
  - 6.1.10. in any way assign, transfer, part with and/or authorise any other person to use, Your membership;
  - 6.1.11. transmit and/or Post and/or Email to another Member any information, pictures and/or any other material, which in the opinion of the site administrator is sexually explicit, racist, abusive, threatening, sexually suggestive, libellous and/or obscene;
  - 6.1.12. transmit and/or Post and/or Email to another Member any information, pictures and/or any other material, which in the reasonable opinion of the site administrator is capable of offending other Users' political and/or religious beliefs.
  - 6.1.13. use any device, software or programs to attempt to interfere with the proper functioning of the Website.
- 6.2. Without prejudice to the clauses in the "Termination" article, in the event of breach by You of one or more of these rules, We reserves 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 or part of the Service, temporarily or permanently, without compensation or refund.

## 7 Your Profile

- 7.1. You acknowledge that other Users will be able to view Your Profile.

- 7.2. 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.
- 7.3. You will be able to view the details and profiles of other Members.
- 7.4. You warrant and represent to Us that all information Posted by You:
  - 7.4.1. is accurate, true, complete and is not misleading; and
  - 7.4.2. will be regularly updated by You so that it remains accurate, true, complete and not misleading to other Members if your situation changes significantly.
- 7.5. 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.
- 7.6. You are solely responsible for the contents of your Profile Posted on the Service or transmitted to other Members.

## **8 Right to Withdrawal**

### **8.1. Right to withdrawal**

**You have the right to withdraw from this contract within 14 days without giving any reason.**

**The withdrawal period will expire after 14 days from the day of the conclusion of the contract.**

**To exercise the right of withdrawal, you must inform us**

**by post:**

**PE Digital GmbH  
- Customer Support PARSHIP Ireland –  
Speersort 10  
20095 Hamburg  
Germany**

**or by fax:**

**+49 (0) 40 46 00 26–168**

**or by e-mail:**

**support@parship.ie**

**of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory ([http://www.parship.com/web/Model-withdrawal-form\\_ie.pdf](http://www.parship.com/web/Model-withdrawal-form_ie.pdf)). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.**

## 8.2. Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

## 9 Termination

- 9.1. Either party may terminate this Agreement at any time, for any reason. Termination of the Agreement by either party will be effective upon that party sending written notice to the other party of their intentions. To terminate the Agreement You must complete the form on Our termination page. All monies paid by You to Us are non-refundable and cancellation and/or termination of this Agreement by You or Us at any time for any reason will not entitle You to a refund of monies paid.
- 9.2. If:
  - 9.2.1. You fail to make any payment to Us when due;
  - 9.2.2. You breach the terms of this Agreement;
  - 9.2.3. You persistently breach the terms of this agreement;
  - 9.2.4. You fail to provide to 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 interests of Our business, then We reserve the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 8.3 below.
- 9.3. If any of the events set out in clause 8.2 above occurs in relation to You then:-
  - 9.3.1. We may terminate this Agreement immediately;
  - 9.3.2. We may immediately suspend and/or terminate Your access to the Service without notice; and/or;
  - 9.3.3. all monies owed by You to Us shall become immediately due and payable.

## 10 Expiry of subscription

On expiry of your subscription, should you choose to cancel automatic renewal or not to extend your subscription, your contact rights to communicate with other members will cease with immediate effect.

## 11 Intellectual property rights and confidentiality

- 11.1. All Intellectual Property Rights in the Service and the Website shall be owned by Us absolutely.
- 11.2. 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.
- 11.3. You waive absolutely any and all moral right to be identified as author of Your Profile and any similar rights in any jurisdiction.
- 11.4. 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.
- 11.5. We will use reasonable commercial endeavour to keep personal details such as Your surname, Your real Email address and Your credit card number(s) (where relevant) confidential and will not disclose such information, except where such information is public knowledge or it is required to be disclosed by law.
- 11.6. The trademarks, logos, graphics, photographs, animations, videos and text appearing on the www.PARSHIP.ie site are the intellectual property of PARSHIP.ie and cannot be reproduced, used, published, distributed, sold, or displayed without the express prior written permission of Us.

## 12 Guarantee

- 12.1. 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.
- 12.2. We do not warrant that any of the information and/or material provided in the Service is accurate.
- 12.3. 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 of Email or traffic congestion on the Internet or the Website.

## 13 Use of the Service

- 13.1. The Website is merely a forum for Members to Post information about themselves and to allow You to make contact with other Members through use of the Service if You choose to do so.
- 13.2. You should be aware that information Posted by other Members on their profiles are only a description of how they describe themselves and You should not



assume that the information contained in any Profile is necessarily correct and accurate.

- 13.3. We do not check that Profiles are correct and not misleading in every single case. We do not make any representation or warranty that the information contained in any Profile is accurate and We are not under any obligation to verify any information contained in any Profile.
- 13.4. Before acting on information contained in any Profile or on any information received by You through Your use of the Service, You should at Your own cost and expense, carry out such investigation as You think is necessary to satisfy Yourself of the truth and accuracy of such information.
- 13.5. If You arrange any meetings with any person through Your use of the Service then You do so at Your own risk. You should take such precautions as You deem necessary to ensure Your personal safety.

## 14 Limitations on liability

- 14.1. We shall have no Liability for any defect in the Service caused or contributed to by You and/or any other Member.
- 14.2. We shall have no Liability to You if any monies owed by You to Us have not been paid in full by the due date for payment.
- 14.3. 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 do so We shall have no Liability to You.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. It is possible for other Users and/or unauthorised 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 unauthorised User's misuse of information and/or other material Posted by You on the Service and/or to other Members.
- 14.8. We shall have no Liability to You for any:-
  - 14.8.1. 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);
  - 14.8.2. conomic and/or other similar losses; and/or;
  - 14.8.3. special damages and indirect losses.
- 14.9. You shall be under a duty to mitigate any loss, damage, costs or expenses that You may suffer from any of the above scenarios.
- 14.10. 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 £700, whichever is the higher sum.



- 14.11. 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:
- 14.11.1. Liability for breach of contract;
  - 14.11.2. Liability in tort (including negligence); and
  - 14.11.3. Liability for breach of statutory duty; except clause 11.10 above which shall apply once only in respect of all the said types of Liability.
- 14.12. 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.
- 14.13. 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.
- 14.14. 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 acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.
- 14.15. We cannot be held liable for false statements 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 on PARSHIP between PARSHIP members, or with regard to meetings between Members and/or non-members following the use of its site and services.

## 15 Use of Information & privacy

- 15.1. Please read Our Privacy Policy to understand how We treat Your personal information.
- 15.2. From time to time PARSHIP will send you Newsletters regarding site enhancements and changes, and special offers. Please see our privacy policy for more information regarding unsubscription from these communications.

## 16 Indemnity

You agree to indemnify and keep Us indemnified against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by Us and arising from and/or relating to Your use of the Service, information and/or other material Posted on the Service by You and/or arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by You.

## 17 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.

## 18 General

- 18.1. All third party rights are excluded and no third parties shall have any right to enforce this Agreement. This shall not apply to members of Our group who shall have the right to enforce this Agreement as if they were Us. Any right of a third party to enforce this Agreement may be varied and/or extinguished without the consent of the any such third party.
- 18.2. You do not have the right to assign this agreement or any of Your rights to the Service. We have the right to assign any or all of Our rights and duties under this agreement or to the Service to any third party. At Our election, if Our rights are assumed by a third party, We shall be relieved of any and all liability under this agreement.
- 18.3. No waiver by Us of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 18.4. This Agreement contains the entire agreement between You and Us. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.