www.**datemy.co.uk Website Terms and Conditions**

These terms and conditions ("Terms") govern the use of the content and material, which is located at [www.datemy.co.uk](http://www.mysinglefriend.com/)("the Website") by Users.

Please read these Terms and ensure you understand them before you start to use our site. By using our Website, you indicate that you agree to the Terms and will abide by them. If you do not agree to these Terms you will not be able to Subscribe to Our Website.

**Definitions**

**“datemy/We/Our/Us:** means DATEMY LIMITED, a company registered in England with company number 8671031, 86-90 Paul Street, EC2A 4NE;

 **“Content”** means any content, emails, messages, photos or profiles submitted to datemy through their Use of the Website;

**“Fee”** means a fee for the Subscription based on the relevant period set out.

**“Matchmaker”** means the User who has free membership to our Website; who has registered another User with the intention of facilitating online introductions.

**“Period”** means a 1, 3, 6 or 12 month period in respect of the relevant Subscription commencing on the date of payment of a Fee;

**“Profile”** means the Content held by datemy about a User, such information having been submitted by another User, permission and approval having been obtained by datemy from the User to whom the information relates prior to such User's information being published to the website;

**“Subscriber”** means a User who has paid the relevant Subscription after being registered by a Matchmaker.

**“Subscription”** means the fee membership paid by a Subscriber for the use of their membership to the Website in respect of each period;

**“Terms”** means the terms and conditions set on this page.

**“Use”** means registering and updating Profiles, looking at the Profiles of other Users, contacting other users using the features available, contacting datemy or its employees and making payment to datemy.

**“User”** means a Matchmaker or Subscriber who has registered their details with the Website and thereby agrees to comply with these Terms;

**“Website”** means the website [www.datemy.co.uk](http://www.datemy.co.uk) datemy

“**Writing”** When we use the words “writing” or “written” “write” in these Terms, this includes email.

1. The Website is owned and managed by datemylimited (Company registration number 8671031)
2. datemy can be contacted by email at admin@datemy.co.uk

**Registration and Subscription**

1. You may only pay for and receive **Subscribed Services** from us if you are at least 18 years’ old.
2. By Using the Website you certify that you have the right, authority and capacity to enter into and be bound by these Terms.
3. At all times you shall comply with these Terms and all relevant laws, which apply to your use of Our Website.
4. By registering with the Website you warrant that you do not have a previous and/or pending criminal conviction; or have or have had a restraining order made against you by the courts of any jurisdiction.
5. By registering, Users are agreeing to receive email notifications from datemy, which can be deactivated in Account Settings.
6. If you are a subscriber, you agree to automatic renewal of the subscription at the end of each relevant period unless and until either:
7. you write to Us to cancel the subscription
8. you have clicked the Cancel my Subscription button in your Account settings.
9. we have not received full payment in cleared funds to renew the subscription.
10. By registering Users recognise and warrant that PayPal performs all financial operations.
11. If you are a Subscriber, your subscription will be automatically renewed from your PayPal account, as described in the subscription. If you wish to terminate your Subscription you shall be required to comply with clause 21 and 22.
12. If you’re submitting information for another User, prior to anything being published to the Website; it shall be datemy’s decision whether to accept any Content, including Profiles. In the event that any content is not accepted by datemy, We will write to you to explain the reason for this. The administrator reserves the right to refuse any profile without giving reasons.
13. Content can then be re-submitted after necessary changes have been made if they meet our standards and the terms.
14. User recognises that after We verify such Content, further approval is obtained from the potential Subscriber, prior to anything being published to the Website. Content will not be visible on Our Website until the Subscriber approves their Profile and activates a Subscription with datemy.
15. On payment of the relevant Fee, the Website services will activate instantly for Subscribers.
16. If you have submitted information for another User, you will have different functions available to you as a Matchmaker. The communication with other Users is restricted to Subscribers only.
17. Subscribers and Matchmakers are aware of these restrictions and the features available to them are different.
18. We will need certain details from you that is necessary for Us to provide Our Services, for example personal information, including your contact details, with which you have provided in your Profile. If you provide Us with unfinished or incorrect information, We may stop the Services. We will not be liable for any postponement or suspension in Services where you have not provided complete and correct information to Us where We have asked.
19. In case of any difficulty in collecting Subscription Fees from a User’s PayPal account, the Subscription will be automatically cancelled and the functionality of the Users account will be limited until a User sets a new Subscription.
20. If a User changes their Subscription:
21. If a User changes their Subscription to one that includes free months, User must pay at the moment of change not after the free month period.
22. In the case of all other subscriptions, payment for the new subscription will be charged when the current subscription comes to an end.

**Cancellation rights**

1. If you do not wish the Subscription to renew automatically for a further Subscription period Users can cancel the Subscription in Settings or by notifying Us in writing at least 1 day prior to the date on which the current Subscription ends. If We do not receive a cancellation notice the Subscription will be automatically renewed.
2. If you are a subscriber and wish to cancel your Subscription at any other time, it must be done within your Subscription period. User must go to settings and select, ‘Cancel Subscription’, or notify Us in writing. User must acknowledge that a refund will not be made. The Users Subscription is available will full functionality until the last paid day. User must acknowledge that cancelling a Subscription does not remove their Profile from our Website; this can be done by clicking the ‘Delete Account’ button within the Account Settings.
3. User may delete their account at any time, which will automatically cancel the subscription without any refund.
4. Subscribers must acknowledge that by deleting their account this will not delete their Matchmakers Account.
5. Matchmakers must acknowledge that deleting their account will delete their Subscribers Profile.
6. We may cancel the contract at any time by giving you written notice if you break paragraph 28 and 30 or break the contract in any material way. All fees shall be non-refundable for any reason whatsoever.

**Use of the website**

1. Your use of Our website is governed by our Terms and our **privacy policy.** Please take the time to read these.
2. You are responsible for the content and accuracy of all information which you supply to Us and for all content that you publish or display on Our website or that you share with other Users of Our website.
3. You must not provide any false information in regards to your name, photos, age, build, height, marital status, date of birth, phone number, postcode or location to datemy. In the event that datemy has reason to suspect you may have done so, We reserve the right to disable your profile on Our website and terminate your Use of the Website without notice.
4. You must not include in your Profile, any personal contact information, including but not limited to telephone numbers, street addresses, last names, URLs or email addresses.
5. In the event that datemy considers that any Content is insulting, infringes any copyrights or other intellectual property rights, breaches confidentiality, or is otherwise offensive, illegal, unauthorized, inappropriate or distasteful in anyway, datemy reserves the right to take all steps We consider necessary, including, but not limited to, disabling your Profile, deleting Content, or terminating your Use of the Website, without a refund. Some examples of the types of Content that violates these Terms are any Content that:

a) Expresses or implies that any statements made by you are endorsed by datemy;

b) promotes racism, bigotry, hatred, discrimination or physical harm of any kind against any group or individual;

c) harasses or advocates harassment of another person;

d) displays pornographic or sexually explicit material of any kind;

e) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from any person under the age of 18;

f) promotes any conduct that is abusive, threatening, obscene, defamatory or libellous;

g) promotes any illegal activities;

h) promotes illegal or unauthorized copying of another person's copyright work

 i) provides instructional information about illegal activities, including but not limited to making or buying illegal weapons, violating someone else's privacy or providing or creating computer viruses;

 j) contains restricted or password only access pages, or hidden pages or images (those not linked to from another accessible page);

k) solicits passwords or personally identifying information from other Users for commercial or unlawful purposes;

l) involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing or "spamming"

m) promotes information that you know to be false or misleading;

n) contains inappropriate Profile e.g. names or contact details;

o) engages in commercial activities and/or sales, including but not limited to contests, sweepstakes, barter, advertising and pyramid schemes, without the prior written consent of datemy.

31. You recognise and grant that all information which you supply to Us and Content which you publish on Our website and or/share with other Users of Our Website may be freely published, used and distributed lawfully by Us worldwide in perpetuity without the need for any payment or any further consent or permission.

32. In the event that datemy disallows you access to the Website on a permanent or temporary basis for any reason, you shall be notified in writing and must then not attempt to use the Website under any other name or through another User. datemy will automatically disable an inappropriate profile without notifying the User. In the event of such termination no refund shall be payable by datemy.

33. Subscribers are responsible for their interactions with other Users. Datemy reserves the right but has no obligation to monitor any dispute between you and another User.

34. datemy reserves the right to make changes to the Website from time to

time, provided that such changes have no adverse effect on the quality of the service provided to Users.

35. We may have to temporarily suspend the Website for technical reasons. We will either contact you in advance or display an alert on Our Website. datemy shall not be liable to you for any such suspension.

36. You recognise that Our Website will often run free trial Subscriptions. Use of the site during the free trial is completely free; after the free trial is completed, the Users Account functionality will be limited until the User selects a new Subscription; if one has not been selected already.

37. The User warrants the use of Cookies, which are required for functionality; User accepts saving cookies on their device.

38. datemy will operate the Website with the reasonable skill and care of an online service provider.

39. User acknowledges that our Website may have limited functionality on some mobile devices.

**Terms and Termination**

40. These terms will remain in full force and effect while you are a User of the Website. If any content or Profiles submitted have breached these terms datemy may terminate the agreement with you and deny you access to the Website after disabling your Profile, without a refund from datemy.

**Intellectual Property Rights**

41. We are the owner or licensee of all intellectual property rights in our site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

42.“datemy” and the “datemy” logo are trade marks of datemy limited. The “datemy” logo is registered in the UK.

43. You may print one copy, and may download any page(s) from our Website for personal use and you may share material posted on our site with others in your organisation. Printing copies of any datemy materials, or downloaded extracts must not be modified in any way, and you must not use any illustrations, photographs, video or audio separately from any accompanying text.

44. Your must not use any part of the materials on our site for commercial use without obtaining written permission from datemy. Our status as the creators of material on our Website must always be acknowledged.

45.You are prohibited from reproducing, copying, editing, or incorporating into any other materials any of the website. If anything is considered as infringement of the intellectual property rights owned and/or licensed to datemy, your right to use our Website will cease immediately, and any materials copied or made must be destroyed.

**Disclaimer**

46. Datemy are not responsible for the behaviour of Users either online or offline. Please use caution and common sense when using the Website.

The Website may contain errors and the content within our Website may include facts, advice or opinions that are not endorsed by datemy, We shall not be held liable in account of the nature or accuracy of the information provided on the website. We instruct that any information read must not be relied on as advice contributing to a decision or assisting in a course of action.

**Our Liability to you**

47. Datemy cannot guarantee that your subscription or membership will achieve any specific results or outcomes.

48. We are not responsible for the accuracy or completeness of any information posted by third parties on Our website, including messages sent to you by other Users of our Website.

49. Nothing in these Terms shall serve to limit or exclude you and datemy's liability for death or personal injury resulting from your or datemy’s negligence or any liability for fraudulent misrepresentation.

50. To the maximum extent permitted by law datemy excludes:

a) Any loss of profit, loss of business, business interruption or loss of business opportunity.

b) Any loss of romantic prospects, goodwill and reputation.

52. In the event that you have a claim or right of action against any other User arising from that User's Use of the Website, you agree to pursue such claim or action independently of and without any demands from datemy, and you release datemy from all claims, liability and damages arising from or in any way connected to such claim or action.

53. In the event that a claim is brought against datemy arising from your activities or Use of our Website, including any breach by you of the Terms, you agree to pay, and defend datemy in the claim.

**How we may use your personal information**

54. By registering you consent to the publishing of personal information by Us. As part of providing our Services, we will publish on Our website the personal details Users provide to Us and this information may be viewed by all other subscribers.

We will use the personal information you provide Us to:

1. Provide the services
2. Process the payment of services
3. Email you with notifications, or updates but you may stop receiving these if you wish.

55. We only use personal information in accordance with Our privacy policy. Please take the time to read this.

 **Changed Terms**

56. We may alter or amend our Terms at any time by revising this page. We will give you reasonable notice of any changes to these Terms before they take effect. By continuing to use the Use the Website after expiry of the notice period, you will be considered to have accepted any amendment to these terms and conditions. If you wish to cancel your agreement with datemy you may do so. We reserve the right to change the contents of the Terms & Conditions without prior notice.

**Law and Jurisdiction**

57. These Terms and any dispute or claim arising out of connection with our Terms shall be governed by and construed in accordance with the law of England.

58. The courts of England have exclusive jurisdiction to settle any dispute, which may arise out of or in connection with these terms.

**Miscellaneous**

59. You may print a copy of these Terms or save them to you computer.

60. Failure to enforce these Terms, or delay in doing so does not mean that We have waived Our rights against you.

61. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights under these Terms. You may only transfer your rights under these Terms to another person if We agree in writing.

**Privacy Policy**

**datemy’s privacy Policy**

(“We”) datemy Limited are committed to protecting and respecting your privacy.

This policy, together with our terms and conditions sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

We are the data controller for the purposes of the Data Protection Act 1998 (the '**Act**').

Your personal information is held by datemylimited. The personal information that you include within your profile is available to other users of [www.datemy.co.uk](http://www.datemy.co.uk), all other personal information that we process is kept confidential on our secure database.

We may collect and process the following information about you:

- Information that you provide by filling in forms on our site **datemy.co.uk**

(Our '**Site**'). This includes information provided when you register on the site, subscribing to use our service, posting material or requesting further Services. We may also collect information when you enter a competition or promotion sponsored by us, or when you report a problem with our site.

- If you contact us, we may keep a record of that correspondence.

- Details of transactions you carry out through the Site, including any information we require to provide any products or services that you order from us through the Site.

- When you visit our site we may also collect information about your computer, including your IP address, browser type, operating system and location, for system administration. The information will not be used to identify any individual.

How we use information about you:

* To activate and approve your profile and photograph(s)
* To allow you to be included in interactive features of our website when you choose to do so (notifying you of updates to your Matchbox and new message alerts)
* To personalize your repeat visits to the site.
* To notify you about changes to our service
* Communicating with you regarding your account
* Responding to complaints
* For administration and accounting
* To provide you with information, products or services that you request from us, or which we feel may interest you, where you have consented to be contacted for such purposes.
* We show pictures of datemy subscribers on the homepage of the datemy website. Subscribers can notify us in writing if they would not like to be displayed on our homepage.
* If you are an existing customer, we will only contact you by electronic means (email) with information about goods and services, which are similar to those that were part of a previous sale to you.
* Your profile picture will be displayed to all Users who view your profile and it will be visible on the search results page.
* If you are uploading a User different to yourself you are allowing us to send an email invitation on your behalf, inviting your single person to join the Site. We will store their contact information for the purpose of this, until they subscribe.

**Where we store your personal data.**

The personal information you provide us with is stored on our database (name, email address, location). We keep these details confidential on our secure database and process these in accordance with this Data Protection and Privacy policy.

We take appropriate measures to ensure your personal information is kept secure, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk.

In the event that you choose to pay for services you will be directed to our payment provider, PayPal via a secure link. Your card details are not stored on our database, they are held with PayPal and will just be used to process the payment through PayPal and any recurring payments after that.

Where we have given you, or where you have chosen a password that enables you to access our Website, you’re responsible for keeping this confidential.

**Disclosure of your information**

We may disclose your personal information to third parties:

* In the event that we sell or buy any business assets. In which case we may transfer your personal information to the prospective seller or buyer.
* We may also share information about you with third parties that we engage to help us in certain areas, such as processing payments for services you order from us. Such third parties will provide at least the same level of protection for your personal information as we do. You consent to our transferring your personal information to countries or jurisdictions that do not provide the same level of data protection as is provided in the United Kingdom.

**Other websites**

datemy.co.uk is not responsible for the privacy policies or the content of other websites that may be linked to this site or any third party advertisers. We do not accept liability for their policies.

**Access to information**

You are entitled to request a copy of the personal information we hold about you, for which we charge a fee.

**Cookies:**

Our website uses cookies to improve your online experience. We may store information about you in a cookie (a small file that is sent by our web server to your computer) so that our site recognises you when you return and we can keep track of your preferences and choices (such as log in details, user preferences). This helps us provide you with a better experience when you continue to log in and browse our website. If you want to delete any cookies that are already on your computer, please refer to your file management software to locate the file that your cookies are stored in. Using cookies is usual practice; you can read more information here: [www.aboutcookies.org](http://www.aboutcookies.org/).

**Changes to our privacy policy**

Any changes we make to our privacy policy we will post to this page, in some cases where appropriate we may notify you of the changes.

**Changes to your personal information**

If your details change, please login to [www.datemy.co.uk](http://www.datemy.co.uk) and update your details within the edit your profile section.

**Questions**

Any questions about how we use your personal information or regarding this privacy policy are welcomed at hello@datemy.co.uk.