



www.mo2vatemagazine.com

Subscription Based Business Website Terms and Conditions

1st January 2022 (These terms succeed any previous terms)

1. Our website

www.mo2vatemagazine.com

Subscription Based Business Website Terms and Conditions updated 1st January 2022.

Use of this website provided by MO2VATE Magazine (*Trading Name under Lydian Group Ltd*) ("Us") by your business, officers and employees, ("You") and any service contained within constitutes acceptance of these Terms & Conditions.

By using and/or submitting an order through the Website you signify your understanding of the following Terms and Conditions and of the MO2VATE Magazine Privacy Policy. If you do not agree to these Terms and Conditions or to the Privacy Policy, please discontinue using the Website immediately.

2. Customer Use

2.1 You should always check the contact information you provide is correct before creating a customer account or proceeding to payment.

2.2 Our website is only intended for use by adults, as defined as those aged 18 or over and who have sufficient capacity to enter into a binding agreement.

3. Account Integrity

3.1 As part of the registration process you will may need to create an account through PayPal or Stripe, including a username & password. You will also need to create a login through our website. It is your responsibility to ensure that the information you provide is accurate and not misleading. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party or vulgar, obscene or in any other way inappropriate.

3.2 You are responsible for maintaining your own username and password via our website. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

3.3 You are responsible for your customer account and any actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

4. Product & Service Pricing

4.1 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product or service is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable).

4.2 We reserve the right to alter all product and service pricing without notice.

5. Your Order

5.1 When you place an order you will receive a confirmation. Your order constitutes an offer made to us to purchase a product or service.

5.2 Your offer is only accepted by us once we have emailed you to confirm your login details and the product or service has been provided to you.

5.3 Product or service items not included within your account email are not included in the order and contract between you and us.

5.4 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5.5 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be issued through the payment systems used and made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third-party card or account.

6. Subscription Period

6.1 After satisfactory payment of the subscription fees you will have full access to the website, and the products and services provided by the website for a period of 12 months or thereafter if you continue your subscription. We reserve the right to remove you as a member from our website if you;

a) unsubscribe from our correspondence

b) after your initial subscription period if you have unsubscribed through PayPal or Stripe.

c) for any other reason which we deem as a conflict of interest or detrimental to the publication etc of the magazine or our other organisations or of any of the staff involved in any project under Lydian Group Ltd.

6.2 Your subscription is based on an automatic renewal process unless you cancel prior to the expiry date of your new subscription. You should cancel your subscription directly through PayPal, Stripe or the website. Please note that PayPal do not send reminders so you should make a note of your subscription renewal date. Stripe do send reminders.

6.3 Your subscription is solely your responsibility and will not be cancelled by us unless it is for any of the reasons above in clause 6.1. If you fail to cancel your subscription, please note that no refunds will be issued by us directly after your payment has been taken.

7. Cancellation Rights and Refunds

7.1 As this is a business-to-business transaction no right of cancellation exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which means once you subscribe for the year, you will be provided the service immediately for the year.

7.2 Full or partial refunds will only be given where the product or service provided by us is found to be defective.

7.3 Refunds will not be given where we are unable to replicate the issue or the issue stems from the user or their equipment.

7.4 In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.

7.5 Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.

8. Content Submission

8.1 Where we allow content submission to the magazine the views expressed by any writer within the magazine or on the website are their own and not those of *MO2VATE Magazine or Lydian Group Ltd companies*.

8.2 As a user you agree not to do any of the following:

8.2.1 Abuse, harass, threaten, stalk, defame or in any way seek to violate the rights of another user or third party or staff.

8.2.2 Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.

8.2.3 Use or harvest data provided by other users in a way that they would object to.

8.2.4 Contact other users in ways they may find inappropriate.

8.2.5 Encourage illegal activity or activity that violates the rights of other users or third parties, whether individuals or organisations.

8.2.6 Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

8.2.7 To pose as another user, third party or organisation or one of our employees for the purposes of obtaining user or third party information.

8.2.8 To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

8.2.9 Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and other users.

8.2.10 Reframe, repurpose the website or any content on it or remove or obscure any notices or advertising provided by us on the website.

8.2.11 Load or provide access to content on the website or link to other content from the website, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.

8.2.12 Make commercial posts or comment spam or attempt to disguise such spam as content.

8.2.13 Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

8.2.14 Use any robot, spider, scraper or other technical means to access the website or content on the website.

8.2.15 Submit content that is in direct conflict of interest to MO2VATE Magazine or Lydian Group Ltd companies including products or services to the website or any group activity under the same name. You shall be asked to refrain from posting this content on any Lydian Group Ltd platforms included but not limited to social media accounts, website, groups, pages. If you breach this, you will be removed from the group and the website and all accounts related to it.

8.3 If you breach these Terms and Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and our website. Such harm is difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third party.

8.4 By submitting your payment and request to join MO2VATE Magazine, you are agreeing to treat all information you receive confidentially.

8.5 You agree that you will not share any information from the member area of our website including any articles on our website. You will be sent a screenshot of your article should you require to which the content will be blurred out, to share after publication and you can showcase this after the launch date of the magazine but by no means should you showcase any other parties articles or adverts.

8.5 by joining MO2VATE Magazine, you are agreeing to uphold our ethos and that of the values of the Founder which are integrity, honesty, trust and confidentiality. This is including plagiarism, copying of any kind including ideas, and any unlawful or deceitful behaviour.

The above list is not intended to be exhaustive.

9. Content Ownership

9.1 As a user you retain all ownership rights to content provided by you and only you.

9.2 By submitting, posting or displaying your content on the website you agree to grant a non-exclusive royalty-free licence to us to use, modify, publicly perform, publicly display, reproduce and distribute such content on the website. This allows us to place your content on the website and let all users view your content. It also allows us to compress or alter the size of any files you may post onto the Site to ensure that they can be readily displayed for other users. This may also include printed documents, media, editorial coverage, video, photographs etc.

Members who do not wish for their image to be used in this manner must notify us in writing.

9.3 As you have submitted your article on an exclusive licence for 12 months you as a user are free to provide your content to other websites or other parties outside of this period.

9.4 This licence is royalty-free, which means that the content is provided free of charge to us and we will not pay for the content or account for any advertising revenue generated on the website or on any specific content pages.

9.5 This licence is also sub-licensable, which means that our partners and affiliates can also use the content.

9.6 This licence also applies worldwide because the website can be accessed from anywhere in the world, at any time. MO2VATE Magazine is controlled, operated and administered by Lydian Group Ltd and its suppliers from its offices within the United Kingdom. If you access MO2VATE Magazine from a location outside the United Kingdom, you are responsible for compliance with any appropriate local laws that may apply.

9.7 Also as part of the licence you warrant that any content provided by you does not belong to a third party whose rights have been violated by the content being posted on to the website. Furthermore, if any content is owned by a third party you agree to pay all royalties owed to that party, without seeking any contribution from us.

10. Content Monitoring

Users can freely add content to the website through the forms. All content will be monitored on the site and should be adhered to as above.

11. Suspension or Termination

11.1 We reserve the right to remove (with or without notice) content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

11.2 If a customer account is suspended the suspension the length of the suspension period and any reactivation will be at our sole discretion.

12. Access

We take all reasonable steps to ensure the website is available and functioning fully at all times. However, we do not accept any responsibility for "down-time" or poor performance of our file servers or where the website or any associated service is unavailable for any reason, whether within or outside our direct control.

13. Benefits

13.1 All benefits offered are at the sole discretion of us and can be changed at any time.

14. Disclaimer

14.1 We are not responsible for the accuracy of any content on the website nor any advertisements placed on the website, or any visibility, exposure, business growth etc in line with any benefits offered on our website

14.2 We are not responsible for any links to third party websites from our website and the inclusion of any link does not imply an endorsement of a third-party website by us.

15. Customer Complaints

We endeavour to respond to all customer complaints or queries within five working days. If your complaint is consistently about something which is covered in these terms and conditions, we will respond no more once to your query, directing you back to these terms.

16. Privacy

We, Lydian Group Ltd, take your privacy seriously. We are registered under and comply with the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

17. Events outside our control

We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

18. Licence

18.1 We grant you a licence to access the content, information and services contained within our website for viewing use only.

18.2 This licence does not allow you to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

18.3 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

18.4 Our website cannot be placed within the frame-set of another website.

18.5 Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

18.6 The restriction on “deep linking” does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

19 Copyright / Intellectual Property

19.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the exclusive copyright of *(Lydian Group Ltd) or its licensors and is protected under applicable legislation* unless expressly acknowledged as otherwise or provided by a user as part of content submission. Any commercial use, including the reproduction, modification, distribution, transmission, republication, display or performance, of any content on the Website is strictly prohibited without the consent of Lydian Group Ltd.

19.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

20. Reasonably Foreseeable Losses

20.1 We will be liable for any losses incurred by you due to breaches of these Terms & Conditions by us, where such losses were reasonably foreseeable at the time the contract was made.

20.2 All business, indirect or consequential losses not reasonably foreseeable at the time of the contract between you and us are excluded.

20.3 We do not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

8. Delivery of print copies

If you choose a printed copy of any edition, after your order has been accepted, MO2VATE Magazine will deliver or arrange for delivery of your magazine, product or service as soon as practicable and according to their own schedules. MO2VATE Magazine has no control over delivery or delivery dates. All printed copies will be sent out by 1st class Royal Mail post. If at any time during a subscription you wish to change the delivery address or email, please contact MO2VATE Magazine directly to make changes to any active subscriptions. You must also update your new details through your payment method separately. Contact details can be found on the Contact page on the Website.

21. Severability

The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

22. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

23. Entire Terms & Conditions

These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time, without giving notice.



24. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Our Contact Details

Our contact details are as follows:

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