

# TERMS AND CONDITIONS

## 1. ABOUT HOROSCOPE FRIENDS

Horoscope Friends, comprising of the trademark, web site and all services featured on horoscopefriends.com and horoscopefriends.co.uk, is owned and operated by Horoscope Friends Limited who may be contacted by email: [info@horoscopefriends.co.uk](mailto:info@horoscopefriends.co.uk) .

These Terms and Conditions set out the main ground rules which apply to all the services that we make available to our website visitors (also referred to herein as 'Users', 'You', 'Your' or 'Yours'). You should read these Terms carefully as they clarify the limitations on the liability of Horoscope Friends to You and are a binding agreement between us.

Please note that by visiting the Horoscope Friends website and using any of our services (astrological content, reports, tarot readings, quizzes, email, SMS or telephone consultations with our readers) you agree to these Terms and Conditions at all times.

Horoscope Friends has the right to amend these terms at any time in its discretion. All changes, once uploaded on the website, are effective immediately for new and existing users. If you do not agree to the revised terms, you must stop using the website and all the associated services.

These Terms and Conditions are governed by the English Law.

## 2. REGISTRATION & MEMBERSHIP

**2.1** In order to enjoy some of our featured content and be able to receive your free forecasts or any other information related to our website and services, you will have to complete the "Member's Registration". By choosing to become a registered member and completed the said form, you agree to provide accurate information about yourself and update this information as required to keep it current.

**2.2** When you register as a member, you are entirely responsible for maintaining the confidentiality of your data, ID number/PIN and passwords, that your account details may not be transferred and that you will immediately notify Horoscope Friends of any unauthorized use of your account or any other breach of security known to you.

**2.3** Horoscope Friends may modify or discontinue (in whole or in part) the Services or your account with us, with or without notice, for any reason without liability to you, any other user, or any third party, for instances as described - but not limited- inability to verify or authenticate your Registration Data or other information provided by you, if your actions may cause legal liability for you, Company, or all or some of our other users, or if we believe you have provided

us with false or misleading Registration Data or other information, interfered with other users or the administration of the Services, or violated the current Terms.

**2.4** Horoscope Friends encourages users to provide feedback regarding the quality and content of our services. In the event that you have a complaint, or you are aware that these Terms are being breached by a User or other third party, please contact us. We reserve the right to investigate any complaint or allegation and determine in good faith and at our sole discretion how to deal with such matters, but have no obligation or responsibility to Customers for performance or non-performance of monitoring activities.

**2.5** By accepting these Terms you acknowledge that your communication details may be used by Horoscope Friends for promotional purposes. If you wish to discontinue your membership in Horoscope Friends, you can do so by going to the Members Area section on the website and managing your communication settings, or unsubscribe at any time using the links sent to your email address.

### **3. Live Personal Readings Services – Premium Telephone, Credit Card, Text, Web Chat and Email Readings**

**3.1** In order to use any of our Live Personal Readings services you must:

- a) Be at least 18 years of age
- b) Have a landline or mobile phone to use the premium rate telephone service and have the bill payer's permission
- c) Be the direct owner and payer of a credit or debit card
- d) Have enough mobile credit if you are using a PRS or SMS service.

**3.2** The charges of the standard services (when you are not utilizing a special offer) and extra minutes (when exceeding the reading's offer duration over the telephone or on web chat) are:

- i. Live Personal Readings from BT land lines are charged at £1.53 per minute at all times, inclusive of VAT. Calls are charged by your service provider to your telephone bill.
- ii. SMS readings are charge at £1.50 plus standard Operator charges per SMS received, with a maximum of two (2) SMS comprising a reply to each one (1) SMS sent by you to the designated premium rated short-code. To end the communication over SMS you can send "STOP" to the designated short-code. SMS are charged by your service provider to your telephone bill.
- iii. Standard prepaid minutes (using a Credit/Debit Card) or extra minutes exceeding the duration of a special discounted readings' offer are charged at £1.50 per minute. Calls or web chat minutes are charged directly to your Credit/Debit card.

We may at any time and from time to time, in our sole discretion, change the fees and charges, or add new fees and charges of any services. All calls include price per minute details as the intros. If you do not agree to the revised charges, please hang up.

**3.4** All calls are recorded for your protection. As a provider of premium rate services, we are bound to comply with the Code of Practice of PhonepayPlus. They may be contacted at [www.phonepayplus.org.uk](http://www.phonepayplus.org.uk) . The Service Provider for all the live personal readings is [Inveroak](#) PO Box 10015, Chelmsford, CM1 9HH, telephone (44) 0203 011 0299.

## **4. WEBSITE CONTENT & USER DATA/MATERIALS**

### **4.1 Copyright**

All content materials (including but not limited to services, articles and images) contained on the Horoscope Friends website are owned by Horoscope Friends Limited, unless indicated otherwise. The materials may not be used except as provided for in these Terms and Conditions, and any other relevant terms and conditions provided to you without our prior written permission. Nothing grants you any license or right to use, alter or remove any such material.

**4.2** Each time you submit any kind of material or data to Horoscope Friends, you represent and warrant to us as follows:

- a) You own your Material or have the right to submit it, and in submitting it you will not be infringing any rights of any third party, including intellectual property rights (such as copyright or trade mark), privacy or publicity rights, rights of confidentiality or rights under contract.
- b) Your Material is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or otherwise inappropriate;
- c) Your Material does not advertise any product or service or solicit any business
- d) Your Material does not identify any individual (including by way or name, address or a still picture or video) under the age of 18 and if User Material identifies any individual over the age of 18, you have that person's consent to being identified in exactly that way in your User Material; and
- e) In submitting your User Material you are not impersonating any other person.

## **5. GENERAL TERMS & CONDITIONS**

**5.1** We collect personal information about you through and in connection with your use of the website and your use of all Horoscope Friends Products and Services. All information that we collect about you is only stored and used for the provision of services and promotional purposes related to Horoscope Friends shall not be used for any other activity.

It is your responsibility to ensure that the method by which you access and make use of any of our Products and Services or those of any third party is secure and that you have up to date virus protection for your connecting devices including mobile phone and computer.

**5.2** Any promotion code or offer provided on the Website or via any Device cannot be used in conjunction with any other promotion code or offer, past or present and it is for your personal use only, it cannot be sold or transferred to any other person.

**5.3** You hereby agree to indemnify and hold Horoscope Friends Limited, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with any breach by you of these Terms and Conditions.

**5.4** Nothing in this clause 5 or otherwise in these Terms and Conditions shall exclude or in any way limit Horoscope Friends' liability for fraud, death or personal injury caused by its negligence (including negligence as defined in s.1 Unfair Contract Terms Act 1977).

Horoscope Friends' Products and Services, the Website and its contents are provided 'as is' and on an 'as available' basis and we make no representations or warranties of any kind with respect to it, including as to the accuracy, completeness or currency, its content or mode of delivery. We assume no liability or responsibility for any errors or omissions in the content of Horoscope Friends' Products and Services or the Website nor do we accept liability for any fraudulent activity on the part of any third party. We disclaim all representations and warranties, including, for example, warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current.

In no event shall Horoscope Friends, our shareholders, directors, officers, or employees be liable (jointly or severally), to you or any third party for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of such damage, and on any theory of liability, arising out of or in connection with the use or performance of this information.

By using Horoscope Friends' website, products and services, you acknowledge that all information, content, services available in Horoscope Friends is meant for entertainment purposes only and we do not you to become dependent on our services or any Reader. Horoscope Friends shall in no event be liable for irresponsible use of our services by the User.

**5.5** Your use of the Horoscope Friends' Products and Services is governed by these Terms and Conditions and construed and enforced in accordance with the laws of England and Wales. Disputes arising from or in connection with your use of the website and/or your use and/or

purchase of any of the Horoscope Friends' Products and Services we provide are subject to the exclusive jurisdiction of the English courts.

**5.6** All Memberships, subscriptions and your other rights and/or obligations under these Terms and Conditions are not transferable and therefore cannot be sold or traded. Further, you may not assign, novate, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms and Conditions.

**5.7** If we delay exercising or fail to exercise or enforce any right available to us under these Terms and Conditions such delay or failure does not constitute a waiver of that right or any other rights under these Terms and Conditions.

**5.8** We will not be liable to you for any lack of performance, or the unavailability or failure, of the Website or any of our Products and Services, or for any failure or delay by us to comply with these Terms and Conditions, where such lack, unavailability or failure arises from any cause beyond our reasonable control.

**5.9** The Horoscope Friends' properties, products and services are provided for entertainment purposes only and to the extent permitted by applicable law, company, on behalf of itself and its suppliers, disclaims all warranties, representations and conditions of any kind, express or implied, including without limitation any warranty, representation or condition of merchantability, fitness for a particular purpose, title, or non-infringement and it makes no warranty, representation or condition regarding the results that may be obtained from the use of the company properties, the accuracy or reliability of any content obtained through the company properties, any goods or services purchased or obtained through the company properties, or any transactions entered into through the company properties, and makes no warranty, representation or condition that the company properties will meet your requirements, be uninterrupted, timely, secure or error free. no advice or information, whether oral or written, obtained by you from company or through the company properties shall create any warranty, representation or condition.

**5.10** Any opinions, advice, statements, services, offers or other information given by a third party, including advisors, are those of the respective third party, not of Horoscope Friends. Neither company, nor any advisors, are (1) providing financial advice or functioning in any way as a licensed financial advisor; (2) providing medical advice or functioning in any way as a licensed doctor, nurse or medical practitioner; or (3) providing legal advice or functioning in any way as a lawyer or legal advisor. You should consult with a licensed professional before making any financial, medical or legal decisions.

## **6. ENTIRE AGREEMENT**

These Terms are the final, complete and exclusive agreement of Horoscope Friends and the users of its services and visitors of its website, with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.