

These are the **Terms and Conditions** that apply to those who use the website star-match.com.

Set out below are the terms of a contract between us – that is to say between you on the one hand as a member or user of the website, and Charles Swabey trading as 'Astro-Date', of Lintwood, Osmaston, Ashbourne DE6 1LX in the County of Derbyshire in England, on the other.

Please read this document with care. If you do not wish to be bound by one or more of its terms please leave the site immediately. If however you choose to continue to use the site you are bound by these terms and conditions.

If you have subscribed to the dating service in star-match.com and you then decide to terminate your agreement with Astro-Date you have only to notify 'Astro-Date' of your intention to terminate your membership by writing to Astro-Date at the address above. You may do this at any time you choose, but with the exception of cancellation of a subscription contract within the statutory cancellation period of 14 days under The Consumer Contracts Regulations 2013, you will not be entitled to recover any payments you have already made.

The following terms shall have the following meanings in these Terms and Conditions:

"Agreement" refers to a Member's acceptance of these Terms and Conditions.

"Subscription" refers to a fixed rate contract giving unlimited access to our paid Services, as required, for a limited period that can be 1 month or 12 months, which automatically renews after the purchased period where the subscription has been purchased using a bank card and allowing continuing debits to be made.

"Service(s)" refers to the entirety of the services available to our Members, whether paid or unpaid.

"Paid Services" refers to all Services offered by this site to Members with a valid Subscription.

"Member(s)" refers to any or all valid registered users of our Service, whether or not they access Paid Services.

"Site" or "Website" refers to star-match.com

To become a Member you warrant that:

You are a minimum of eighteen (18) years old and.

that you have not have been convicted of any offence punishable with imprisonment, nor are subject to any court order involving violence, sexual misconduct or harassment and that your name is not recorded on any Sexual Offenders Register.

THE MESSAGING SERVICE

The messaging service is provided to enable members to communicate with other members. However, to use that service you agree that you will not send offensive or intimidating messages, or messages that include indecent content of any kind. Furthermore, you also agree that you will not use the messaging service to reveal your identity or to provide an alternative method of contact.

LIMITED USE OF THE SERVICE FREE OF CHARGE

You may use the service to explore the database of potential contacts free of charge until you decide to try and arrange a meeting with someone on our database. At that point you must subscribe, and until your subscription ends you may use the messaging service without restriction. However, you should be aware that other potential contacts cannot reply through the messaging service until they too have subscribed.

FUNDAMENTAL TERMS

It is a fundamental term of the contract between us that you accept that astrology is not an exact science and that therefore 'Astro-Date' cannot be held liable for the failure of a personal relationship between you and someone you meet through the use of Star-Match.com, even if that relationship scored highly on the astrological profile comparison. To use the site therefore, you must accept that the scores you achieve with other users are nothing more than a guide to your compatibility with them – just one of the many factors you will take into account when you decide whether you wish to meet at all, or to take your relationship further.

You must also accept that other users may not accurately represent their situation, their faults or their achievements. They may have entered a false date of birth, or declared information which they know to be false, or which they do not believe to be true. You must therefore treat every potential contact with caution. 'Astro-date' does not conduct checks of any kind on our users, save that users who post inappropriate material on site are banned from any further use of our site.

YOUR RIGHT TO CANCEL

This section applies to you if you are a "consumer" as defined under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

You have the right to cancel your contract for the Services within fourteen days from the date of placing your initial order for a Subscription ("Cancellation Period"), by writing to 'Astro-Date' whose postal address is Lintwood, Osmaston, Ashbourne DE6 1LX. If you cancel your contract for the Services during the Cancellation Period, we will reimburse you for all payments received from you.

All reimbursements shall be made to you within fourteen days and using the same means of payment you used for the initial transactions, unless you have expressly agreed otherwise.

Cancellation rights under this Article only apply to your initial order for a Subscription and do not apply to Subscription renewals.

KEEP YOUR MEMBERSHIP DETAILS SAFE

You are responsible for the acts or omissions of any third parties who use your identification information or account, whether fraudulent or not. You agree to indemnify us against any claims of this kind. We will not be liable if your identity is used by someone else.

UPLOADING PHOTOGRAPHS OR INFORMATION

You agree that you will not upload data or image files that contain anything of an indecent nature, nor any files that do not relate to you.

You agree to waive all legal rights against Astro-Date, on the basis of any possible damage to the rights to your image, honour and reputation, or your privacy, resulting from the revelation of information concerning the Member under the conditions foreseen by this Agreement since you have given your express consent to such revelation through your Registration with the Service and in application of this Agreement.

SUBSCRIPTIONS

All Subscriptions will be automatically renewed unless the Member notifies us of their wish to terminate their Subscription at least 48 hours before the Subscription's expiration date. The renewal shall be performed in accordance with the manner of payment originally chosen by the Member, at the price rate of the Subscription to which the Member originally agreed. For the avoidance of all doubt Members can avoid having their Subscription auto-renewed if they contact us at least 48 hours before their Subscription expiration date to terminate their Subscription. Please note that suspending your account does not automatically cancel the automatic renewal of your Subscription. If you plan to keep your account suspended for an extended period of time and you have an active Subscription, you should first make sure that automatic renewal is cancelled.

TERMINATION OF YOUR MEMBERSHIP

A Member may at any time and without the need to provide any reason end his/her Registration with us by requesting the closure of his/her account. Such request shall be deemed effective from the first working day after receipt by us of the request for closure of the account concerned.

Termination of a Subscription, by a Member, shall be effective on the applicable Subscription's expiration date provided the Member has contacted us at least 48 hours before their Subscription expiration date, otherwise it will automatically renew.

If your conduct is called into question by another member or user of Astro-Date we will (so far as is possible) establish the facts, and then write to you outlining the allegation against you. You will be given 7 days to respond after which we will take any necessary steps to resolve the issue.

We reserve the right to terminate any Member account for any reason we deem fit.

PRIVACY OF MEMBER INFORMATION

We uphold the strictest of standards with respect to protection of privacy and of personal information, and have made a notification to the UK Information Commissioner, under the no. ZA197968. Please see our Privacy Policy for full details on how we store and use the information you provide to us.

LIMIT OF LIABILITY

You agree that Astro-Date's liability of any kind (including our negligence) with respect to the Services we offer is limited to eight times the total fees payable by you in the twelve months before the event(s) complained of or the sum of £1,000, whichever is the higher.

INDEMNITY

You agree to indemnify us (including our directors, officers, employees, subcontractors, agents and affiliated companies) against all third party claims and liabilities related to your breach of this Agreement and/or to your use of the Services.

ENTIRE AGREEMENT

This Agreement and the pages on the Site to which these terms refer, constitute a contract that governs the relationship between the Member and Astro-Date. They cancel and replace any Agreement that may have been made in the past, even if not directly withdrawn or amended, and constitute the entirety of the rights and obligations of our Members.

If any of the provisions of these Terms and Conditions is declared void in application of a law, a regulation, or a final decision of a court having proper jurisdiction, all other provisions shall remain fully in effect. Furthermore, failure by a party to take action in respect of the breach by the other party of any provisions of these Terms and Conditions, shall not be interpreted as constituting a waiver by said first party of the right to take action in future in respect of such a breach.

AMENDMENTS

We may modify these Terms and Conditions at any time. Members will be informed of the nature of these modifications as soon as they are posted on the website. The modifications shall take effect one month after their posting on the website.

APPLICABLE LAW

This Agreement shall be governed by the law of England and Wales.