



## **The Elysium Psychic School**

[www.psychics.co.uk](http://www.psychics.co.uk)

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### **TERMS of SERVICE AND MEMBERSHIP AGREEMENT**

#### **GENERAL TERMS APPLICABLE TO ALL MEMBERS:**

These terms apply to QKE Ltd. chatrooms, discussion rooms and other online services (the "Services" or the "Service" ) to members who have registered in respect of those services. Your use of the Services is subject to our Code of Conduct and to these membership terms and conditions, and the Code of Conduct is hereby incorporated into these membership terms and conditions by this reference.

All Memberships take the form of a non-transferable license to use the Services and can be revoked by QKE for serious or persistent failure to abide by these terms and conditions.

By gaining access to and logging into any members area:-

You confirm that you are over 18 years of age.

You agree you have read and understood and agree to abide by these terms and conditions which are presented to you for approval before you make your decision to participate or purchase a membership.

You confirm (where applicable) that you have intentionally purchased membership to the subscription area of the site for the time period you selected.

You also agree that you are taking full responsibility for your actions in joining the members site and will not take any legal action against the webmaster/host(s), or any other connected parties, based on your decision to join.

You confirm that you are not being forced by anyone to join against your will.

You understand the laws of your community regarding the nature of our service and are not breaking them by entering the site.

You are of sound mind.

You will not use your Membership to injure the personal integrity or legitimate business interests of Craig Hamilton-Parker or QKE Ltd.

You acknowledge that it is possible that from time to time other Members or users (including unauthorized users ) may post offensive comments on the free Service and that you may be involuntarily exposed to such offensive comments before we have an opportunity to remove or stop the dissemination of them.

You acknowledge that others may obtain personal information about you due to your use of the Services and that the recipient may use such information to your detriment. QKE is not responsible for the use of any personal information that you may choose to disclose on the Service.

Please carefully select the type of information that you post on the Service or release to others.

#### SPECIFIC TERMS APPLICABLE TO SUBSCRIPTION (ELYSIUM) MEMBERS:

QKE takes considerable care to ensure that subscription based members enjoy a positive and productive environment for the teaching and discussion of spiritual and psychical matters. To this end users are offered an exclusive license to use the services not the right to continuing access regardless of their behavior in the forum(s).

By making use of the subscription area(s) your first payment becomes non-refundable as you have received access to the website. If you have signed up for 1 month this means 1 months fee will be charged and is not refundable. The same is true of a purchase for 12 months membership. By logging on you are committing yourself to the term you have paid for.

In general refunds for membership are not entertained except for:

Mistaken Transactions (before the account is activated / used);

Fraudulent Transactions;

Any mistaken or incorrect billing amounts;

Life Membership. QKE will, at our sole discretion, determine what proportion off the membership fee is refundable based on the amount of administration required to initially set up and subsequently revoke a Life Membership, including, but not limited to, expenditure of time and resources on investigating any claim that lead to the revocation of Life Membership.

You may cancel any time you wish as long as you do so before the next automated billing cycle occurs. Canceling stops re-billing -it does not create a refund.

## MEMBERSHIP AGREEMENT

1. Craig Hamilton-Parker trading as QKE Ltd. (or "we") reserves the right to change in any way the use of facilities and availability of any of the Services at its sole discretion, including these terms and conditions.

2. The Services are provided solely for each Member's own use and may not be resold or transferred to any third party.

2.1 You expressly acknowledge and agree that any password provided to you as part of the Services is licensed to you only for so long as you remain a Member, and that you acquire no right or title to such password.

2.2 On termination of your membership for whatever reason, or in the event that QKE discontinues the Services, all rights to use such password will revert to QKE Ltd. to use at its sole discretion.

3. To become a Member you must register with us.

3.1 When you register you agree to provide accurate, current and complete information about yourself as prompted by our registration process ("Registration Data").

3.2 You agree that we may rely on your Registration Data as accurate, current and complete. You acknowledge that if your Registration Data is untrue, inaccurate, not current or incomplete in any respect, we reserve the right to terminate this Agreement and your use of the Services.

4. As a Member, you are responsible for your own communications and are responsible for the consequences of posting those communications. You are solely responsible for maintaining the confidentiality of your username and password and for any and all activities that are conducted through your account.

4.1 You are solely responsible for your interactions with other Members.

4.2 QKE reserves the right, but has no obligation, to monitor disputes between you and other Members.

5. QKE Ltd. does not represent or guarantee the truthfulness, accuracy or reliability of any material posted by Members or endorse any opinions expressed by Members. You acknowledge that any reliance on material posted by other Members will be at your own risk.

6. QKE Ltd. does not screen communications in advance and is not responsible for screening or monitoring material posted by Members.

6.1 If notified by a Member of communications which allegedly do not conform to these terms and conditions, QKE Ltd. may investigate the allegation and determine in good faith and in its sole discretion how to deal with such matters.

6.2 QKE Ltd. has no liability or responsibility to Members for performance or non-performance of monitoring activities.

7. QKE Ltd. reserves the right to suspend or expel Members and prevent their further access to the Services for violating these membership terms and conditions or the Code of Conduct or the law and further reserves the right to remove communications which are abusive, illegal, defamatory, disruptive or otherwise contravene the Code of Conduct.

8. QKE Ltd. retains the right to terminate your membership and rights to use the Services or restrict availability of or to discontinue the Services at anytime without cause, and without any liability to you.

9. You acknowledge and agree that certain technical processing of your communications and their content may be required to conform to connecting networks' technical requirements and that such processing and alteration are automated and do not constitute the exercise of editorial control over the messages or the monitoring of message content.

10. Occasionally QKE Ltd. may

10.1 Change the technical specifications of the Services; or

10.2 Suspend the Services for operational reasons such as repair, maintenance or improvement of the Services or because of an emergency; or

10.3 Change the system resource limits applicable to your membership.

10.4 Suspend or change function of the system - turning off private messaging or video chat.

11. QKE Ltd. makes no warranty that the Services will meet your requirements or that the Services will be uninterrupted, timely, secure or error free, nor does QKE Ltd. make any warranty as to the results that may be obtained from the use of the Services, or as to the accuracy or reliability of any information obtained through the Services or that defects in the Services will be corrected.

12. In consideration of being allowed to use the Services provided by QKE Ltd. , you agree that you will abide by the Code of Conduct and in general will not:

12.1 "Stalk" or otherwise harass any person;

12.2 Use the Services for any purpose in violation of local, state, or national laws of any country.

12.3 Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.

12.4 Post material that is defamatory, inflammatory, threatening, harassing, abusive, hateful, obscene or embarrassing to another Member or site helper or any other person or entity.

12.5 Post sexually-explicit language or images.

12.6 Post advertisements or solicitations of business.

12.7 Disrupt the normal flow of dialogue, or post comments that are not related to the topic being discussed (unless it is clear that the discussion is free-form).

12.8 Post chain letters or pyramid schemes.

12.9 Impersonate another person.

12.10 Express or imply that any statements you make are endorsed by us, without our specific prior written consent.

12.12 Harvest or collect personal information about other Members whether or not for commercial purposes, without their express consent.

12.13 You hereby agree to indemnify and hold harmless QKE Ltd. against any claims, proceedings and actions taken and all damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action arising as a result of your breach of these conditions.

13. By posting communications, you grant to QKE Ltd. a royalty-free, perpetual, irrevocable non-exclusive license to use, reproduce, edit, modify, publish, translate, distribute, perform and display those communications alone or as part of other works in any form, media or technology and sub-license or reassign such rights .

13.1 Notwithstanding the above nothing will be distributed or published in a way which infringes a person's right to privacy and anonymity.

14. You will not mirror, copy or frame the site or otherwise reproduce its content and pass it off as your own creation.

14.1 You will not reverse engineer, decompile or otherwise disassemble any software used on the Site or cause others to do so.

15. You acknowledge that QKE Ltd. may establish general practices and limits concerning use of the Service. You agree that QKE Ltd. has no

responsibility or liability for the deletion or failure to store any messages and other communications or other material maintained or transmitted by the Service.

15.1 You acknowledge that QKE Ltd. reserves the right to remove accounts that are inactive for an extended period of time. You further acknowledge that QKE Ltd. reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

16. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because QKE Ltd. has no control over such sites and resources, you acknowledge and agree that QKE Ltd. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any material, advertising, products, or other materials on or available from such sites or resources.

16.1 You further acknowledge and agree that QKE Ltd. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such material, goods or services available on or through any such site or resource.

17. For the avoidance of doubt, the revisions of the Terms Governing Use of Site relating to limitation of liability and disclaimers are incorporated into these terms and conditions by this reference and shall apply to the use, or inability to use the Services.

18. You expressly understand and agree that:

Your use of the service is at your sole risk.

The service is provided on an "as is" and "as available" basis.

18.1 QKE Ltd. Makes no warranty that :

- (i) the service will meet your requirements,
- (ii) the service will be uninterrupted, timely, secure, or error-free,
- (iii) the results obtained from the use of the service will be accurate or reliable,
- (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and
- (v) any errors in the software will be corrected.

18.2 Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

18.4 No advice or information, whether oral or written, obtained by you from QKE Ltd. or through or from the service shall create any warranty not expressly stated in the Terms Of Service.

19. You expressly understand and agree that QKE Ltd. shall not be liable for any direct or damages resulting from:

(i) the use or the inability to use the service;

(ii) the cost of procurement of goods or services resulting from any information or services purchased or obtained or messages received or transactions entered into through or from this service;

(iii) unauthorized access to or alteration of your transmissions or data;

(iv) statements or conduct of any third party on the service; or

(v) any other matter relating to the service.

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