

**Last updated: 24<sup>th</sup> April 2025**

## **My Town Rocks Star Membership - General Terms and Conditions**

Please review these Terms and Conditions (“Terms”) carefully before purchasing a Star Membership subscription. They explain who we are, how the Subscription will be provided, how it can be changed or cancelled by either party, what to do if an issue arises, and other key details.

### **1. Information about us**

1.1. This website is operated by My Town Rocks Limited, registered company number 11634101, registered office at Harper Sheldon, Midway House, Herrick Way, Staverton, Staverton Bridge, Cheltenham GL51 6TQ. Our VAT number is GB 410718135.

### **2. How to contact us**

2.1. You can contact us by emailing [subscriptions@mytownrocks.co.uk](mailto:subscriptions@mytownrocks.co.uk)

### **3. Purchasing a Subscription and creating an account**

3.1. We recommend that you read our “Star Membership Subscription Information” before purchasing a Subscription for more details about our Star Membership.

3.2. You may only place an order for a Subscription, if you are a consumer (not a business) and you are 18 years of age or older.

3.3. In order to purchase and use a Subscription you will need to register for an account (an “Account”) by providing your name, your email address, password and other data that may be required for the Subscription of your choosing (“Registration Data”).

3.4. You agree to keep your Registration Data and any other information related to your Account accurate and up to date. We will use your Registration Data and other details as outlined in our Privacy Policy

3.5. You are responsible for keeping your Registration Data and Account secure, protecting them from unauthorized access, and ensuring the security of any device used to sign into your Account. If you suspect that someone has gained unauthorized access to your Account using your username and password, you must change your password immediately. You agree to notify us right away if your Account is used without your authorisation.

3.6. You will be able to access the paid membership content as soon as your payment is confirmed.

3.7. We will supply the Subscription to you until you end the Subscription as described in Clauses 5.1 - 5.3, or we end the Subscription by written notice to you as described in Clause 5.4.

3.8. Auto-Renewal: After any minimum term or free trial period specified in the Star Membership Subscription Information or during the order process, your Subscription will automatically renew on a monthly and/or annual basis (depending on the Subscription type you selected) at the rate you were informed of when you first subscribed. Payment will be charged to the same card or payment method you used or provided during the order process

3.9. You are responsible for arranging everything needed to access your Subscription. Specifically, you must ensure that your computer and/or mobile device is compatible with our Subscription.

#### **4. Prices and Payment**

4.1. You agree to pay the price stated at the time you subscribe. We may adjust the price of any Subscription, add or remove services, or offer different Subscription options periodically. If there is any increase in the price of your Subscription, we will notify you in advance and give you the option to cancel your Subscription before the new price is applied.

4.2. When placing an order for a Subscription, you must provide complete and accurate payment information. By submitting your payment details, you confirm that you are authorized to use them for purchasing a Subscription. If we do not receive payment authorization from your card issuer or bank, or if authorization is later revoked, we will not process your order and may immediately suspend or terminate your access to the Subscription. It is your responsibility to keep your payment details up-to-date and ensure that sufficient funds are available to continue the service. You can update your payment information in the My Account section.

4.3. In addition to the Subscription fee, you are also responsible for any internet or telecommunications charges you may incur when accessing digital Subscriptions through a mobile application (“App”) or using its services. For instance, your mobile service provider may charge for data usage or roaming.

4.4. While we strive for accuracy, there may be instances where the Subscription prices listed on our website are incorrect. If we identify a pricing error, we will notify you and offer the choice to either proceed with the purchase at the correct price or cancel your order. If we are unable to reach you using the contact information you provided, your order will be cancelled and you will be informed via email.

4.5 If the VAT rate changes between the date of your order and the date we deliver the product, we will adjust the VAT you are charged, unless you have already paid the full price of the product before the new VAT rate takes effect.

#### **5. Your Rights to End the Subscription**

5.1. Ending the Subscription Due to Our Actions:

If you end the Subscription for any of the reasons listed below, it will terminate immediately, and we will refund you for any unused part of the Subscription.

a) We've notified you of an upcoming change to the Subscription or these Terms that you do not agree with (including price changes);

- b) We've informed you of an error in the price or description of the Subscription you ordered and you choose not to proceed;
- c) You have a legal right to terminate the Subscription due to something we have done wrong.

#### 5.2. How to End Your Subscription:

You may cancel your Star Membership Subscription anytime. The cancellation will take effect at the next payment date, and no refunds will be given for unused Subscription parts unless otherwise stated.

To end your subscription

- a) Use the My Account section of the website
- b) Email [subscriptions@mytownrocks.co.uk](mailto:subscriptions@mytownrocks.co.uk)

#### 5.3. We May End Your Subscription if:

- a) You fail to make payment and don't pay within 14 days after we remind you;
- b) You don't provide necessary information for us to provide the Subscription;
- c) Activities on your account could harm us or others;
- d) We reasonably believe you're acting fraudulently.

#### 5.4. Suspension or Termination for Serious Grounds:

We may suspend or end your Subscription immediately without notice for serious reasons, such as potential harm from continuing the Subscription. For less serious grounds, we will give you notice before suspending or terminating your Subscription.

#### 5.5. Complaints:

- a) Our goal is to handle complaints efficiently through customer service. Contact [subscriptions@mytownrocks.co.uk](mailto:subscriptions@mytownrocks.co.uk)
- b) We are legally required to provide a Subscription that complies with these Terms. These Terms do not affect your legal rights. For more information, visit the Citizens Advice website: <https://www.adviceguide.org.uk>

## 6. Data Protection and Privacy

Your personal data will be processed in accordance with applicable data protection laws. Please refer to our Privacy and Cookies Policy for details on how we handle your personal information and use cookies.

## 7. Our Liability

#### 7.1. Liability Limitations:

Nothing in these Terms limits our liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot be excluded or limited by law.

#### 7.2. Exclusions of Liability:

We are not liable for loss or damage that:

- a) Was not caused by us breaching these Terms;
- b) Was not foreseeable at the time you agreed to these Terms (loss or damage is foreseeable if it is obvious or both parties knew it might happen);
- c) Was caused by an event outside of our control.

### 7.3. App and Software Limitations:

The App may contain bugs, and while we work to fix them promptly, we do not guarantee that the App will be completely error-free or always available, or that it will be free from viruses.

### 7.4. Digital Content or App Damages:

If the digital content or App we supply damages your device or digital content due to our failure to exercise reasonable care, we will either repair the damage or provide compensation. However, we are not liable for damage that could have been avoided by applying a free update or following our installation instructions.

### 7.5. Business Losses:

We are not liable for any business losses, including profit loss, business interruption, or loss of business opportunities. Our Subscriptions are for personal, non-commercial use only.

### 7.6. Variations in Content:

Certain content or materials available in physical newspapers may not be available in the App. We reserve the right to change the content or resources made available through the App at any time.

### 7.7. Third-Party Content:

We are not responsible for third-party content on the App or through the Subscription, including user comments and display advertisements. If the Subscription includes links to third-party sites or resources, we provide these links for informational purposes only, and you access them at your own risk. We are not liable for the content on third-party sites or resources.

## **8. Intellectual Property and Permitted Use**

### 8.1. Ownership:

We own or license all intellectual property rights in the Subscription, our websites, the App, and the content on them. These works are protected by copyright laws globally, and all rights are reserved.

### 8.2. Personal Use:

You may print and download extracts from the Subscription for personal, non-commercial use under the following conditions:

- a) You do not modify the documents or related graphics;
- b) You do not use graphics separately from the accompanying text;
- c) You do not remove any copyright or trademark notices.

### 8.3. Commercial Use:

You agree not to use the Subscription for commercial purposes without our written consent. You are also prohibited from copying, reproducing, distributing, republishing, downloading, displaying, posting, or transmitting any content from the Subscription, except for personal use as outlined above.

## **9. Applicable Law and Disputes**

These Terms are governed by English law, and you may bring legal proceedings regarding the Subscriptions in the English courts. If you live in Scotland, you can bring legal proceedings in

either the Scottish or English courts. If you live in Northern Ireland, you can bring proceedings in either the Northern Irish or English courts.

## **10. Other important terms**

### **10.1. Transferring Rights:**

You may not transfer any rights or obligations under these Terms without our prior written consent. We may transfer our rights and obligations to a third party purchaser of our business or to an affiliate, and we will notify you of this and explain your options.

### **10.2. Third-Party Rights:**

These Terms are between you and us. No third party can enforce them, and neither of us will need to get approval from anyone else to change or end them.

### **10.3. If Any Terms Are Invalid:**

If a court or authority finds any part of these Terms unlawful, the rest will remain in effect.

### **10.4. Delays:**

If we do not immediately act on a breach of these Terms (such as not chasing you for payment), it does not mean we waive our right to do so later.