

## Magic Moments eCard Terms and Conditions of use

### Privacy

We only use your information for the purposes stated here and in our Privacy Policy

Four Seasons Health Care branded care homes Privacy Policy

<https://www.fshc.co.uk/about-us/privacy-policy/>

brighterkind branded care homes Privacy Policy

<https://www.brighterkind.com/privacy-policy>

By providing your personal information, you consent to us processing this information in one or more of the ways described below

Where we collect your personal information:

The Magic Moments eCards are intended as a service for residents, their relatives and visitors to send and receive eCards. Cards will be checked to make sure that they comply with our content rules below before being shared with the care home team and resident. The content and email address from the sender will be visible to our eCard team administrators. If the card doesn't comply with our eCard Terms & Conditions, the card will not be released to the care home team or resident. Senders will be notified if this happens.

To send a Magic Moments eCard from a resident to a relative or friend, we need the email address of the person to whom you are sending the card. We cannot send a Magic Moments eCard on your behalf without you providing us with this information. Your email address and name provided on the eCard system will not be used for any other purposes. Emails will be retained on the eCard system for a maximum of 1 month.

If you insert an image, including a photograph, into a Magic Moments eCard from a source other than the Magic Moments eCard website, you must have the consent of the person whose image it is and/or the owner of that image to use that image before it is inserted into an eCard and to allow us to store the image for the purpose of sending the card to the recipient. In the case of images of children or individuals who are not capable of giving consent, you should ensure that the relevant consent is obtained from the child's or individual's parent or legal guardian. You can withdraw consent for these images and personal data to be used in your card at any point or exercise your rights under data protection law by emailing: [customercare@info.fshc.co.uk](mailto:customercare@info.fshc.co.uk) / [customercare@info.brighterkind.com](mailto:customercare@info.brighterkind.com)

By inserting an image into a Magic Moments eCard from a source other than the Website, you confirm that you have obtained the necessary consents referred to in the above paragraph. We do not accept any liability whatsoever for any image inserted by you into an

eCard from a source other than the Website without the consent of the person, parent or guardian and/or owner (as the case may be).

If you are a recipient of a Magic Moments eCard then before you can open your eCard we will ask you to agree to these Terms and Conditions and our Privacy Policy:

Four Seasons Health Care branded care homes Privacy Policy

<https://www.fshc.co.uk/about-us/privacy-policy/>

brighterkind branded care homes Privacy Policy

<https://www.brighterkind.com/privacy-policy>

By doing this you consent to us collecting, using and storing your personal information (including and/or any image of you) in accordance with this Privacy Policy.

### **Terms and Conditions**

It is up to you to ensure the content you have contributed for inclusion in a Magic Moments eCard is correct (for example, the content is correctly spelt).

If you are uploading a photograph, video or audio file you must ensure that you have obtained all relevant permissions to use the photograph, video or audio file from any persons in the photograph, video or audio file and the photograph, video or audio file is otherwise appropriate to upload.

If you use third party copyright content in the Magic Moments eCard, it is your responsibility to ensure that you seek permission from the copyright owner. We will not accept any liability whatsoever if any content infringes on third party copyright. You agree to indemnify, defend and hold us harmless against any third party claim of infringement for use of such third party's intellectual property on the Magic Moments eCard. You will be held responsible for any fees and third party damages we may have to pay to a third party because of such infringement and you will be liable to reimburse these payments to us in full.

### **Content rules**

You should not use or include any content or material on any Magic Moments eCard which:

1. infringes anyone's Intellectual Property. In particular, you must ensure that you either own the Intellectual Property in the Content that you wish to include in the eCard or that you have permission from the Intellectual Property owner to include that Content in the eCard;
2. contravenes any applicable law (including, without limitation, any criminal law) or regulation;

3. is false, inaccurate, misleading, offensive, abusive, threatening or defamatory, or that might cause needless annoyance, inconvenience or distress to any person;
4. misrepresents identity or impersonates any person;
5. includes personal data about another person, such as their address, phone number, or email address, except with the written approval of that person;
6. is pornographic, obscene, indecent or offensive, has sexual connotations, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group;
7. may harass, upset, embarrass or alarm any person;
8. gives the impression that it originates from or has been approved by us, our partners and licensors, whether by reference to our/their name or otherwise;
9. may violate the integrity and reputation of our name, and the names of our partners and licensors;
10. advocates, promotes or assists any unlawful act;
11. includes or makes reference to illegal drugs; or
12. makes reference to politicians' names and/or political statements.

If we believe that content in your eCard infringes any of the content areas listed above, it will not be released to the intended recipient.

#### **What we can do**

We provide a free Service to you, you provide us with information and we send Magic Moments eCards on your behalf or we send a Magic Moments eCard to you on behalf of another person. We do not take any payment from you for this Service. We will do our best to send a Magic Moments eCard based on the information provided. If this information is incorrect or for any reason we cannot send a Magic Moments eCard or the Service is not available, we will not be liable to you for any loss whatsoever.

We will make best endeavours to review and delivery eCards within one working week. Whilst we will endeavour to meet this delivery date, we cannot guarantee that delivery will occur on a specific date.

#### **User conduct**

You must not use the sites to upload, distribute or share any prohibited content including but not limited to the following:

- copyrighted material used without the express permission of the owner;
- material that violates the rights of others;
- material that contains viruses, worms, trojan horses or other forms of corruptive code, or any other content that may compromise the sites;
- material that advocates illegal activity;
- content we believe is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
- material that, in any way, is harmful to minors; or
- material that provides a link to any of the above.

- We have the sole discretion to determine whether content is prohibited content, and we may examine content submitted to the sites from time to time. We do not monitor or control the content posted to the sites and we do not take responsibility for such content. However, we may delete, move, and edit content for any reason, at any time, without notice.

We reserve the right to:-

1. not send a Magic Moments eCard;
2. deny, at our sole discretion, your access to the Services and/or the Magic Moments eCard Website without reason or notice and delete the contents of your account;
3. suspend your use of the Service and/or Website where you break these Terms of Use or the law; and/or
4. refer any matter to the police or the courts, where in our opinion, we consider the matter is of a criminal or illegal nature.

General Information

The Magic Moments eCard Terms and Conditions, the Privacy Policy and the Magic Moments eCard Website are governed by English Law and the English courts shall have exclusive jurisdiction over any dispute.

We reserve the right to change the Terms and Conditions on which the Website and Services are offered at any time. Any changes to our Terms and Conditions will take effect immediately when they are placed on the Magic Moments eCard Website, and will apply to all future use of the Website and the Services. You should check the Terms and Conditions posted on the Website before you send a Magic Moments eCard or use the Website, they may have changed since your last visit.

Except where required by law, we accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable or for any and all damages, losses or causes of action arising, by reason of or in connection with your use of the Website and/or the eCard system.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes our liability for death or personal injury arising from our negligence, and our liability for fraudulent misrepresentation or misrepresentation.