

Brixton Pound e-currency (B£e)

Terms & Conditions – Customer Member

Last revision: 20/10/2011

The following describes the Terms & Conditions on which the Brixton Pound Community Interest Company (hereinafter 'B£CIC') offers you access to our services as a **customer member** of the Brixton Pound e-currency scheme. The B£CIC is a community interest company limited by guarantee, registered number 7635113. In consideration for the use of B£CIC's electronic currency services, you agree to comply with the terms and conditions set out in this Agreement. Any use of B£CIC's electronic currency services by the Customer Member constitutes acceptance of all provisions inherited with these Terms and Conditions as most recently adopted by the B£CIC.

1. Introduction

Welcome to the Brixton Pound. By using www.brixtonpound.org and its related websites, services, currencies and tools you agree not to violate any of these Terms & Conditions as described in the following paragraphs, nor will you support, encourage or facilitate any violations of our Terms & Conditions by third parties. These terms and conditions apply as soon as you open up an online account with the Brixton Pound e-currency. Hence, we strongly advise you to read these Terms & Conditions.

- These Terms & Conditions are an agreement between you and the Brixton Pound Community Interest Company and is effective upon 30 days following the date of last revision for current users and effective upon acceptance for new users
- These Terms & Conditions replace any older versions of the Terms & Conditions
- We reserve the right to alter these Terms & Conditions at any moment, which will come into force 30 days after notifying you of the alteration. These alterations include any possible future entrance fees, membership fees, transaction fees, exchange fees, bonus/malus or other forms of charges. For the avoidance of doubt, you shall have no right to amend these Terms and Conditions.
- We will notify you, via the **e-mail address** you provided to us and via our **website**, of any changes to the Terms & Conditions. Notices shall be considered received after 24 hours after sending or posting
- If any portion of these Terms & Conditions is found to be unenforceable or unlawful, the remaining portion will remain in full force and effect. (For example, if any bullet point in a section of these Terms and Conditions is found to be unenforceable or unlawful, the remaining bullet points will remain in full force and effect.)

2. Definitions

- With references to 'us', 'we' or 'our' we mean the Brixton Pound Community Interest Company, also abbreviated as the B£CIC
- With reference to 'B£' we mean the Brixton Pound as a paper currency
- With reference to 'B£e' we mean the Brixton Pound as an electronic currency (e-currency)
- With 'Brixton Pound' we mean both B£ and B£e
- With 'you' we mean you as a 'customer member' of the Brixton Pound scheme
- With 'users' we mean all those registered on www.brixtonpound.org (customer members and trader members), be it individuals, businesses or organisations
- With 'content' we mean all material uploaded to www.brixtonpound.org, including messages, articles, images, audio, video, ratings and reviews.
- With 'using' we mean copying, changing, deleting, distributing, translating and remixing content.
- With 'posting' we mean making content available to other users
- By 'sellers' and 'buyers' we mean sellers and buyers in trade transaction of goods and services in exchange for B£es.

3. Using the Brixton Pound

Registration & Account

- Using our sites, services or tools if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites, services or tools is prohibited
- Registration and membership are free of charge; we reserve the right to introduce a fee at a later date
- You represent and warrant that you have provided, and you will continue to provide, the B£CIC with information that is correct, complete and true
- You will not create more than one personal account
- You will not transfer your account to any other person
- You will not create an account for someone else without his/her explicit written permission.
- You will not solicit login information or access an account belonging to someone else

- Enabling others to make use of your personal account (i.e. by providing passwords) is prohibited. You are responsible/liable for any actions taken by others under your account unless you have immediately reported abuse of your account to the B£CIC
- Limiting or preventing access of other users to our services is prohibited
- Changing or removing any personal data of other users is prohibited
- You are at all times allowed to delete your account

Safety & Security

- Violating the law or initiating illegal activities in using our services is prohibited. Although www.brixtonpound.org is hosted in the United Kingdom, the B£CIC cannot bear responsibility for the availability of information on this website to foreign countries. By using this website outside the United Kingdom, you are responsible for complying with applicable national legislation
- Distributing messages or media that contain spam, viruses or trojan horses, bots or any other malicious software or technology that prevents our services from functioning properly or puts other users at risk, harms their interests or property is prohibited
- Using any robot, spider, scraper or other automated means to access the sites for any purpose is prohibited
- Initiating activities that interfere with the proper working of www.brixtonpound.org, our services or tools, is prohibited. Neither shall you attempt to test the vulnerability of our services or reverse engineer any of the software used to provide our services.

Content & Information

- Swearing and uploading content to www.brixtonpound.org that is offensive, violent, intimidating, threatening, harassing, discriminating, hateful, abusive, defamatory, vulgar, obscene, libellous, invasive of privacy or otherwise objectionable is prohibited
- You will not post content of a private nature
- You will not post anyone's identification documents or sensitive financial information on www.brixtonpound.org
- Communication of a commercial character (such as spam) without explicit approval of the B£CIC is prohibited.
- Posting incorrect, false, inaccurate, misleading or defamatory information is prohibited
- Posting personal information of others than yourself is prohibited
- Harvesting or otherwise collecting information about users, including email addresses, home addresses and phone numbers, without their explicit consent is prohibited

Intellectual Property Rights

- All content on www.brixtonpound.org, including copyright material and trademarks, are the property of the B£CIC or licensed to the B£CIC and is protected by intellectual property rights. This content is for private non-commercial use only; as a user you are not allowed to copy, reproduce, modify, distribute, publicly display or create derivative works from any content without explicit written permission of the B£CIC. The parties acknowledge and agree that the Customer member does not acquire any right in or title to or licence in respect of any content on www.brixtonpound.org and that the intellectual property rights in all content on www.brixtonpound.org shall, subject to any right of any other owner, remain with the B£CIC.
- Violating the intellectual property rights of third parties is prohibited

Online Trading & Advertising

- A bid or offer does not create a formal contract between buyer and seller
- You accept that you might be subject to additional terms of the seller related to a specific good or service he delivers (such as shipping terms for tangible goods).
- You will not fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, the seller fails to deliver the promised good or service, a clear typographical error is made, or you cannot authenticate the seller's identity
- You will not fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity;
- You will not manipulate the price of any item or interfere with other users' listings
- Advertisements have to be put under the appropriate category
- Product reviews may not contain personal data of the advertiser
- Product reviews may not contain commercial content (e.g. links to websites of a competitor)

Currency & Payments

- The Brixton Pound (B£e/B£) is a private medium of exchange, which operates as contractually accepted tender between the Trader Members and Customer Members, backed at parity by Pound Sterling, which is residing in the B£ CIC community bank account with a licensed deposit-taking institution.

- 1 Brixton Pound(B£/B£e) 1 is worth 1 Pound Sterling (£) within the network of participating businesses and consumers. This is both true for B£ and B£e.
- You are entitled to a bonus of 10% when exchanging Pound Sterling into B£e¹.
- You agree that you cannot exchange B£e back into Pound Sterling².
- B£e will be held in designated non-interest bearing B£e accounts.
- You agree on a per transaction limit of B£e1000 for security purposes. To (temporarily) alter the upper limit you can contact us via our contact form
- You agree that an overdraft or loan in B£e's is neither possible nor authorised
- You will not use the Brixton Pound for money laundering purposes
- You will not make attempts of counterfeiting the Brixton Pound, or any other fraudulent financial activities such as manipulating account balances or transactions
- You will not circumvent or manipulate 1) any of our fee structures if they are in place, 2) the billing process
- You will not engage in or initiate pyramid schemes using the Brixton Pound
- Our mobile phone services are free of charge. However, be aware that your provider's normal rates and fees (e.g. for SMS or Mobile Internet) will still apply.
- When you provide a payment source (i.e. a credit or debit card) to us, you confirm that you are permitted to use that payment source.
- If you deactivate your account and do not reactivate it within 12 months, or if you delete your account, you will lose any accumulated Brixton Pounds.
- If we deactivate your account we have the right to redeem any accumulated Brixton Pounds by donating to a non-profit organisation of our choice.
- If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately via our contact form
- Brixton Pound may be used only in the manner and for the purposes set forth in this Agreement. Neither The B£CIC nor yourself shall consider the B£e as legal tender, securities, or commodities.
- You acknowledge and grant to the B£CIC the right and power to regulate and control the B£e money supply within the network.
- The B£CIC reserves the right to change, upgrade, modify, or limit the service or any of its related functionalities, transaction fees, bonus/malus, or applications at any time temporarily or permanently. The B£CIC further reserves the right to introduce new features, functionalities, exchange fees, applications or conditions to the service or to future versions of the service without consulting or notifying you.

Privacy

- We do not distribute your personal information to third parties for commercial purposes without your explicit consent.
- We use your personal information only for purposes as described in our Privacy Policy [[←Include Link](#)].
- By accepting our Terms & Conditions, you declare to have agreed upon our Privacy Policy [[←Include Link](#)]

4. Abusing the Brixton Pound

In case there's any reasonable suspicion of a user/users violating the Terms & Conditions, or acts inconsistently with the spirit of these Terms & Conditions, the B£CIC has the right to:

- limit, suspend or terminate our services offered to Customer member's account temporarily or permanently. We may freeze all activity in the account without notice by restricting a Customer member's access to our services
- make adjustment to the transactions involved including cancelling any transaction, prohibit any payment from occurring or reversing a payment
- remove hosted content including posted messages, documents, advertisements
- take any legal or technical steps to ward off violators
- provide tax authorities and legal, regulatory or judicial authorities of any content and personal data upon or without request

You will not bypass or hinder any measures we may undertake against violations of our Terms & Conditions.

If we fail to enforce any of these Terms & Conditions, it will not be considered a waiver. All waivers of these Terms and Conditions must be in writing.

¹ For your information: exchanging Pound Sterling into B£ paper currency does not involve a bonus.

² For your information: you can exchange B£ paper-currency back into Pound Sterling.

5. Limitations of Liability of the B£CIC

- Nothing in this section attempts to exclude B£CIC's liability for death or personal injury as a result of B£CIC's negligence, or for fraud (including fraudulent misrepresentation) or any other liability which B£CIC, by law, cannot limit or exclude.
- The B£CIC is not liable for any loss, including loss of profit, disadvantage or damage as a direct or indirect result of using our services, other than in cases resulting from B£CIC's negligence or wilful misconduct.
- The B£CIC does not accept any responsibility for abuse of our services by other users or non-users, or the consequential damages of users or non-users violating the Terms & Conditions.
- The B£CIC has no control over and does not guarantee the quality, safety, accuracy, actuality or legality of content uploaded by other users
- The B£CIC cannot guarantee the flawless and uninterrupted functioning of www.brixtonpound.org
- The B£CIC is allowed to change any information provided on or through our website at any time without prior notification.
- We have no control and hence make no warranties of any kind (such as delivery, payment or quality) with respect to goods and services sold on or through www.brixtonpound.org or by traders or customers using B£CIC services
- The B£CIC is not involved in the actual transaction between buyers and sellers.
- www.brixtonpound.org might contain referrals and hyperlinks to other websites that are not the property of the B£CIC. The B£CIC cannot be liable for the content and functioning of these websites.

6. Suspension or Termination

A. VOLUNTARY TERMINATION:

The Customer Member reserves the right to discontinue membership of the B£e-currency and thus terminate this Agreement at any time by sending an email brixtonpound@gmail.com to express your wish to terminate and to explain your reason why. B£ CIC will not refund any unspent B£es remaining in a customer's account after they terminate their membership so we advise customer members to spend all remaining B£es before termination.

B. INVOLUNTARY TERMINATION:

The B£CIC reserves the right to terminate this Agreement upon thirty (30) days written notice to the Customer Member. In case there's any reasonable suspicion of a Customer member violating the Agreement, or acts inconsistently with the spirit of this Agreement, the B£CIC has the right to *immediately* and without prior notice:

- limit, suspend or terminate our services offered to Customer Member's account temporarily or permanently. We may freeze all activity in the account without notice by restricting a Customer member's access to our services
- make adjustment to the transactions involved including cancelling any transaction, prohibit any payment from occurring or reversing a payment
- remove hosted content including posted messages, documents, advertisements
- take any legal or technical steps to ward off violators
- provide tax authorities and legal, regulatory or judicial authorities of any content and personal data upon or without request

You will not bypass or hinder any measures we may undertake against violations of this Agreement.

We have the right, but are not obligated, to inquire into complaints of violations of the Agreement by Customer members, and the Terms & Conditions by Customer Members using reasonable means. You grant to the B£CIC the right to take such actions, which, in our sole discretion, are deemed necessary to adjudicate or resolve such complaints.

At its sole discretion, The B£CIC may reinstate the Customer member or unfreeze the Customer members' account.

C. DISSOLUTION:

If the B£CIC terminates or otherwise ceases to do business, the Customer member will receive written notification thirty (30) days prior to the dissolution of the scheme. The Customer should spend all remaining B£es during this period as B£ CIC will not refund any B£es remaining.

7. Miscellaneous

ENTIRE AGREEMENT: The Customer member acknowledges that it is not relying on any oral representations concerning this Brixton Pound Community Interest Company
Registered number 7635113
www.brixtonpound.org
brixtonpound@gmail.com

Agreement and that the complete agreement between the parties is contained in this Agreement and the documents referred to in this Agreement.

WARRANTY OF INFORMATION: The Customer member warrants that it provides all information to The B£CIC in good faith and that such information is accurate to the best of The Customer members' knowledge.

NO WAIVER OF RIGHTS: The B£CIC failure or delay in exercising any right, will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. The B£CIC remedies are cumulative and are not exclusive of any remedies provided by law. Any waiver of any term of this Agreement must be in writing.

SEVERABILITY: Every clause contained in this agreement is severable from every other clause herein. If any clause should be judged unenforceable, it shall not affect the enforceability of other clauses outlined in this Agreement

INDEMNIFICATION: The Customer member acknowledges that the Brixton Pound scheme is a pilot of which the outcomes are unknown. The Customer member agrees to hold harmless and indemnify the B£CIC, its officers, agents, representatives, associates and assigns from any losses, liability or damages which may result from The Customer members' participation in any of the B£CIC's transactions, activities, programs, promotions, or advertising, including the costs of litigation and legal fees.

DISCLAIMER OF WARRANTY AND LIABILITY: The B£CIC makes no representation or warranty, either express or implied, and disclaims all liability, as to the fitness, quality, delivery date, merchantability, prices or any term of any trade transaction. The Customer member acknowledges that the B£CIC is not involved in the actual transaction between buyers and sellers. Customer members are expected to exercise the same discretion in B£e transactions as they would in undertaking a cash transaction. Hence, the Customer member agrees to indemnify and hold the B£CIC harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction wherein the Customer member is a buyer or seller.

The Customer member acknowledges that any transaction facilitated by the network, in which the Customer member participates, is entered into by the Customer member on a voluntary basis. The Customer member agrees to waive any claim, debt, or liability whatsoever against the B£CIC arising out of any computer or software malfunction or processing errors. The B£CIC is not liable for any loss (including loss of profit), disadvantage or damage as a direct or indirect result of using our services. The B£CIC does not accept any responsibility for abuse of our services by other Customer members, users or non-users, or the consequential damages of Customer members, users or non-users violating the Terms & Conditions or this Agreement. The B£CIC has no control over and does not guarantee the quality, safety, accuracy, actuality or legality of content uploaded by other users, including ratings and reviews. The Customer member acknowledges and agrees that the B£CIC shall not be required to actively monitor nor exercise any editorial control whatsoever over the content on www.brixtonpound.org. The B£CIC cannot guarantee the flawless and uninterrupted functioning of www.brixtonpound.org. www.brixtonpound.org might contain referrals and hyperlinks to other websites that are not the property of the B£CIC. The B£CIC cannot be liable for the content and functioning of this website. B£CIC makes no warranty or representation as to the number of businesses or traders or consumers who will purchase B£es or make use of B£es.

The Brixton Pound CIC bears no liability for any mistakes or negligence made by the licensed deposit-taking institution holding the sterling backing of the Brixton Pound in circulation where it is not the fault of B£CIC.

JUDGMENT SETTLEMENT: In the event of a dispute between the B£CIC and the Customer member resulting in a judgement entered on behalf of the Customer member against the B£CIC, the Customer member agrees that the dispute will be solved in accordance with the procedures described below:

- **Arbitration:** for any claim, the party requesting relief may opt for resolving the dispute through binding non-appearance-based arbitration. The Customer member and the B£CIC mutually agree upon an established arbitration committee including Directors of the Brixton Pound.
- **Litigation:** to the extent it is not resolved through arbitration as referred to above, you agree that any claim or dispute you may have against the B£CIC must be resolved exclusively by the courts of England and Wales
- This Agreement shall be governed by and construed in accordance with the laws of England and Wales and

All claims you bring against the B£CIC must be resolved in accordance with this Filing and Settling Legal Disputes Section. All claims filed or brought contrary to the Filing and Settling Legal Disputes Section shall be considered improperly filed.

7. Contacting Us

Together we make sure that our sites and services function properly. Please report problems, violations or glitches by filling in our contact form. You can use the contact form for any question, remark or complaint. We'll use reasonable endeavours to respond to your message as soon as possible and to initiate any appropriate action to improve our service.