

Terms of use for hesped.org

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. WHO WE ARE AND HOW TO CONTACT US

www.hesped.org is a site operated by The Blue Thread (“We”). We are registered as a charity with the Charity Commission (reg. no. 1130704).

2. BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and our privacy policy, and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

3. WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time

4. WE MAY SUSPEND OR WITHDRAW OUR SITE

- (a) Our site is made available free of charge.
- (b) We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- (c) You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

5. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

- (a) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- (b) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- (c) If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at contact@hesped.org.

6. UPLOADING CONTENT TO OUR SITE

- (a) Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out below.
- (b) You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- (c) By uploading any content to our Site, you warrant that you are the owner of all intellectual property in the content or have the permission of the copyright owner(s) to upload the content.
- (d) Any content you upload to our site will be considered non-confidential and non-proprietary.
- (e) We have the right in our absolute discretion to refuse to accept your content for publication on our Site.
- (f) When you upload or post content to our site, you retain all of your ownership rights in your content, but you grant us a limited licence:
 - (i) to use, store, edit and copy that content on the Site;
 - (ii) to distribute and make the content available (in whole or part) to third parties via the Site and for other charitable purposes, including educational and communal activities;
 - (iii) to use the content to promote our Site and related activities.
- (g) We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- (h) We have the right to remove any posting you make on our site in our absolute discretion, including if, in our opinion, you do not have the permission of the copyright owner to upload the content or if your post does not comply with the content standards set out below.
- (i) We will comply with any request from you to take down your content upon giving us reasonable notice.

7. CONTENT STANDARDS

(a) These content standards apply to any and all material which you contribute to our site (Contribution), and to any interactive services associated with it.

(b) The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

(c) We will determine, in our sole discretion, whether a Contribution breaches the Content Standards.

(d) A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

(e) A Contribution must not:

- Be defamatory of any living person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence or any illegal activity.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Contain any advertising or promote any services or web links to other sites.

8. BREACH OF THE CONTENT STANDARDS

(a) When we consider that a breach of our content standards has occurred, we may take such action as we deem appropriate.

(b) Such actions may include:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs)

- resulting from the breach.
- Further legal action against you.

9. HOW YOU MAY USE MATERIAL ON OUR SITE

- (a) We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- (b) You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- (c) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- (d) Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- (e) You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- (f) If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. PROHIBITED USES OF THIS SITE

- (a) You may use our site only for lawful purposes. You may not use our site:
 - In any way that breaches any applicable local, national or international law or regulation.
 - In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - For the purpose of harming or attempting to harm minors in any way.
 - To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
 - To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect

the operation of any computer software or hardware.

(b) You agree not to access without authority, interfere with, damage or disrupt:

- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

11. DO NOT RELY ON INFORMATION ON THIS SITE

(a) The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

(b) Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

12. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

(a) Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

(b) We have no control over the contents of those sites or resources.

13. USER-GENERATED CONTENT DOES NOT REPRESENT OUR VIEWS OR VALUES

(a) The views expressed by other users on our site do not represent our views or values.

(b) If you wish to complain about information and materials uploaded by other users please contact us on contact@hesped.org.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy. Visit this link for more information: <https://hesped.org/privacy-policy/>

15. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- (a) We do not guarantee that our site will be secure or free from bugs or viruses.
- (b) You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- (c) You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

16. RULES ABOUT LINKING TO OUR SITE

- (a) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- (b) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- (c) You must not establish a link to our site in any website that is not owned by you.
- (d) Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- (e) We reserve the right to withdraw linking permission without notice.
- (f) If you wish to link to or make any use of content on our site other than that set out above, please contact contact@hesped.org.

17. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction in any dispute between us.