

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**Artist Terms of Website Use**

These terms of use (together with the documents referred to within them) tell you the terms on which you may make use of our website [www.igiveyougive.org](http://www.igiveyougive.org) (**our site**). These terms apply to the use of our site by Artists who upload a Gift, or provide a link to the website where a Gift is uploaded, so that users of our site can download the Gift in return for a donation to the Artists' chosen charity. If you intend to use the website as a user, you must abide by the User Terms of Website Use which are available [here](#).

For the purposes of these terms, an "Artist" means a person who has created a work which he/she has chosen to make available in a digital format for download from our site and such works will be described as "Gifts". Gifts can include, but may not be limited to, music tracks and digital copies of poetry or prose.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

Please also refer to our Privacy Policy which is available [here](#).

If you do not agree to these terms of use, you must not use our site.

**1 Information About Us**

1.1 [www.igiveyougive.org](http://www.igiveyougive.org) is a site operated O Imaging Corporation Limited (**we, us, our**). We are registered in England and Wales under company number 02859100 and have our registered office at 9 Bank Road, Bristol BS15 8LS.

**2 Changes to These Terms**

2.1 These terms of use were last updated on 1<sup>st</sup> September 2015. We may revise these terms of use at any time by amending this page.

2.2 Please check this page from time to time to take notice of any changes we make, as they are binding on you.

**3 Changes to Our Site**

3.1 We may update our site from time to time, and may change the content at any time. However, we are under no obligation to update any content or to keep it up to date.

3.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

**4 Registration**

4.1 In order to upload Gifts to our site and to provide works for download by users through our site, you must register with our site and set up an account. We are not obliged to accept a request for registration and we may suspend or terminate access at any time if your continued use is believed to prejudice us or other users.

4.2 By registering to use our site you confirm that the information you provide during the registration process is accurate and complete. You agree to update your registration

details promptly if they change. All registration information you provide will be kept secure and processed in accordance with our Privacy Policy, which is available [here](#).

- 4.3 During the registration process you will be asked to choose a username and password which will be unique to you. You are responsible for keeping your username and password confidential and for ensuring that they are not used by any other person.

## **5 Uploading to Our Site**

- 5.1 Our site has been set up to allow users to download Gifts that Artists have chosen to make available for download in return for a donation to charity. Users must make a donation to charity in order to download a Gift.
- 5.2 We specify a minimum donation for each Gift. This may vary depending on the type of Gift and will be shown when you upload your Gift. You are entitled to specify a minimum donation above this amount (but not below it) for each Gift that you upload. You will be asked to specify your chosen minimum donation when you upload the Gift. If you do not choose a minimum donation, the minimum donation will be set at the applicable amount for that Gift. Users must make a donation equal to or higher than the minimum donation in order to download a Gift.
- 5.3 By uploading a Gift to our site, you are confirming that you are happy for users to download that Gift in return for a donation to your chosen charity. You agree that you will not be paid by or receive any financial compensation from us or from any site user in respect of any download of any Gift.
- 5.4 You must not upload Gifts to our site that are copies of or substantially based on works originally created by third parties (including, without limitation, covers of musical tracks) unless you have permission from the relevant third parties. You warrant that no Gift that you upload is a copy which has been uploaded without the required permission.
- 5.5 You must notify us in relation to a particular Gift if that Gift is the subject of any digital rights management (**DRM**) restrictions that would affect what a user can do with a Gift once it has been downloaded. You must keep us notified of any changes to DRM restrictions on Gifts.
- 5.6 You must notify us of your chosen charity in relation to a particular Gift. If a charity has already confirmed that it is happy to receive donations through our site, you may select this charity from our pre-determined list of charities. If you wish to choose a charity that is not on our list of charities, you must inform us of the details of the relevant charity. If we in our discretion consider that we can work with the charity, we will contact the charity to obtain their consent to being used on and receiving donations through our site. We may, in our discretion, choose not to work with a charity that is not on our list of charities and if this is the case we will notify you and ask you to choose a different charity.
- 5.7 You cannot change your choice of charity in relation to a particular Gift once this choice has been made.
- 5.8 You must not use our site for any illegal purposes.
- 5.9 You must not upload any Gifts that:
  - 5.9.1 by their distribution, use or download may give rise to any claim for copyright infringement against us or any of our users;
  - 5.9.2 contain content that is illegal, obscene, indecent, harassing, threatening or offensive;
  - 5.9.3 are racist, abusive, malicious or derogatory towards an individual or a business entity;

- 5.9.4 encourage cruelty, bullying, violence, vandalism, fraudulent or criminal acts;
  - 5.9.5 are offensive or derogatory to any person or group based on their race, ethnicity, skin colour, sexual orientation, gender or religion; or
  - 5.9.6 could bring us or our site into disrepute.
- 5.10 If you choose to upload any images to our site, they must also comply with the requirements set out in paragraph 5.9 above. If an image features any other person, you must ensure that you have that person's permission to upload the image to our site. We will not be liable in respect of any image of another person that has been uploaded without that person's permission.
- 5.11 We have the right to monitor and moderate any Gifts that you upload and we may remove or suspend any Gift you upload if we consider that you have not complied with these terms. The charity to which donations are made for the download of your Gift may also ask us to remove a Gift or their association with it if in their reasonable opinion it is inappropriate for their charitable purposes.
- 5.12 If we consider that you are in breach of any part of these terms we may take any action we consider appropriate including removing Gifts, suspending you and notifying the authorities or relevant regulators of your activities.

## **6 Accessing Our Site**

- 6.1 Our site is made available free of charge.
- 6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.3 You are responsible for making all arrangements necessary for you to have access to our site.
- 6.4 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.
- 6.5 Whilst our site is intended to be accessible worldwide, it is primarily directed to people residing in the United Kingdom. We are unable to guarantee that content available on or through our site is available outside the UK. We are also unable to guarantee that a Gift will be successfully uploaded if the attempt to upload it is made outside the UK.

## **7 Intellectual Property Rights**

- 7.1 You warrant that you own all necessary intellectual property and other rights in any Gift that you upload to our site to enable you lawfully to upload the relevant Gift.
- 7.2 Whenever you upload a Gift to our site, you grant us a non-exclusive, irrevocable, royalty-free licence to advertise, promote and offer that Gift for download (including to make available a sample of the Gift on our site) and to allow that Gift to be downloaded by any user provided that the user makes a donation to your chosen charity.
- 7.3 Where intellectual property is co-owned by you and another third party, or where another third party has an interest in any Gifts that you upload (including but not limited to any record label, publisher or other rights holder), you must obtain all necessary consents from the relevant third party/parties before you upload the Gift to our site.

- 7.4 You warrant that our use of the Gift and the download of the Gift by users will not infringe the intellectual property rights of any third party.
- 7.5 If you choose to upload an image to our site, you warrant that you either own the image and the rights therein or have permission from the owner of the image/rights to upload it to our site. You warrant that by displaying the image on our site, we will not infringe the intellectual property rights of any third party.

## **8 Indemnity**

- 8.1 You must indemnify us and keep us indemnified against any claims, costs, expenses, damages and losses arising out of or in connection with any breach of these terms, including but not limited to a breach of paragraph 7 above.

## **9 Limitation of Our Liability**

- 9.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 9.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 9.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 9.3.1 use of, or inability to use, our site;
  - 9.3.2 the use of our site by any other site users; or
  - 9.3.3 the use of any Gifts downloaded by any site users.
- 9.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

## **10 Viruses**

- 10.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 10.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 10.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.

## **11 Linking to Our Site**

- 11.1 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.
- 11.2 We reserve the right to withdraw linking permission without notice.
- 11.3 If you wish to make any use of content on our site other than that set out above, please contact [info@igiveyougive.org].

## **12 Third Party Links and Resources in Our Site**

- 12.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 12.2 We have no control over the contents of those sites or resources.

## **13 Waiver**

- 13.1 No delay or decision not to enforce rights under these terms will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

## **14 Applicable Law**

- 14.1 These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **15 Contact Us**

- 15.1 To contact us, please email info@igiveyougive.org].
- 15.2 Thank you for contributing to our site.