

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

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 (**our site**). These terms apply to the use of our site by users who wish to download Gifts provided by Artists in return for a donation to charity. If you intend to use our site as an Artist for uploading Gifts, you must abide by the Artist Terms of Website Use which are available [here](#).

For the purpose 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 is a site operated by 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 1st 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 Downloading from Our Site

- 4.1 Our site has been set up to allow users to Gifts from Artists who have chosen to upload their Gifts or provide a link to where they are uploaded. In order to download a Gift, you must make a donation to the particular Artist's chosen charity.
- 4.2 We set a minimum donation for each Gift, which may vary depending on the particular Gift. The Artist who has contributed the Gift is entitled to specify a minimum donation above the donation that we select. The amount of the minimum donation will be shown alongside each particular Gift.

- 4.3 You can choose any amount you wish to donate for each Gift that you download, provided that it is equal to or higher than the specified minimum donation. If you attempt to donate an amount less than the specified minimum donation for that Gift, your transaction will not proceed.
- 4.4 Unless you have chosen to make the amount of your donation publicly viewable, the donation will be confidential.
- 4.5 You must ensure that you have sufficient, cleared funds in the account from which you make a donation to allow the amount of the donation to be transferred to the particular charity.

5 Accessing Our Site

- 5.1 Our site is made available free of charge.
- 5.2 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.
- 5.3 You are responsible for making all arrangements necessary for you to have access to our site.
- 5.4 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.
- 5.5 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 (including Gifts) is available outside the UK.

6 Intellectual Property Rights

- 6.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it other than in respect of the Gifts being downloaded. All works are protected by copyright and other intellectual property laws and treaties around the world. Copyright in Gifts uploaded by Artists and available for download through our site belongs to the particular Artist and/or other third parties. We are licensed to use these Gifts and offer them for preview and download through our site.
- 6.2 You may use any Gifts that you have downloaded for your personal entertainment only. You must not sell or pass the Gifts on to any third party and you must not adapt, modify or copy any Gifts that you download from our site.
- 6.3 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use.
- 6.4 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.
- 6.5 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 6.6 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.
- 6.7 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.

7 No Reliance on Information

- 7.1 Any information 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.
- 7.2 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.

8 Limitation of Our Liability

- 8.1 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.
- 8.2 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.
- 8.3 We will not be liable to any user 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:
 - 8.3.1 use of, or inability to use, our site; or
 - 8.3.2 use of or reliance on any content displayed on our site.
- 8.4 If you are a business user, please note that in particular, we will not be liable for:
 - 8.4.1 loss of profits, sales, business, or revenue;
 - 8.4.2 business interruption;
 - 8.4.3 loss of anticipated savings;
 - 8.4.4 loss of business opportunity, goodwill or reputation; or
 - 8.4.5 any indirect or consequential loss or damage.
- 8.5 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.6 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.
- 8.7 Links to other websites may be provided on our site, including where Artists provide an external link to enable download of their Gifts. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 8.8 Internet transmissions are never completely private or secure and there is a risk that any message or information you send to us from our site may be intercepted and potentially read by others. We have no liability in respect of any transmissions you send to us and you do so entirely at your own risk.

9 Posting Content on Our Site

- 9.1 As part of your use of our site, you may sometimes post content on our site, including posting comments on a particular Gift when you make a donation.
- 9.2 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 these terms and with the content standards set out in paragraph 10 below ("**Acceptable Use**").
- 9.3 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. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 9.4 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in paragraph 12 ("**Rights You License to Us**").
- 9.5 We also 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, their right to privacy or any of their other rights.
- 9.6 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.
- 9.7 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards as required by our Acceptable Use policy.
- 9.8 The views expressed by other users on our site do not represent our views or values.
- 9.9 You are solely responsible for securing and backing up your content.

10 Acceptable use

- 10.1 You must comply with these terms and the requirements of this paragraph 10 whenever you post content to our site.
- 10.2 You warrant that you own, or have obtained an adequate licence from the owner of, the intellectual property rights in any logos, photographs, images or text that you post, such that the content can be lawfully displayed on our site.
- 10.3 You must not use our site for any illegal purposes. In particular you must not send, use, copy, post or submit to us any material which is defamatory, obscene within the meaning of the Obscene Publications Act 1959 and 1964, abusive, indecent or in breach of the privacy of any person or infringes the rights of any third party. You must not interfere with the operation of this website or with the enjoyment of our site by other visitors.
- 10.4 You are responsible for ensuring that any content you post on our site is accurate, complete and up-to-date. We accept no responsibility for the accuracy of information supplied by you or by other website users or third parties.
- 10.5 If you feature information about someone else in the content you post, you must ensure that you have obtained their consent to use that information and to post it on our site.
- 10.6 The content you post must not infringe the copyright or any other rights of any third party. If you include material created by someone else within the content you post, you must have obtained their permission to do so.

- 10.7 You must not post content that:
- 10.7.1 is illegal, pornographic, obscene, indecent, harassing, threatening or offensive;
 - 10.7.2 is racist, abusive, malicious or derogatory towards an individual or a business entity;
 - 10.7.3 is confidential or infringes anyone's right to privacy;
 - 10.7.4 shows or encourages cruelty, bullying, violence, vandalism, fraudulent or criminal acts;
 - 10.7.5 is offensive or derogatory to any person or group based on their race, ethnicity, skin colour, sexual orientation, gender or religion;
 - 10.7.6 is for advertising, promotional, lobbying or other commercial purposes; or
 - 10.7.7 could bring us or our site into disrepute.
- 10.8 If you wish to bring to our attention any content posted on our site that appears to you to be unacceptable within the meaning of these terms, please use the "report abuse" link found on any page which contains content posted by users.

11 Moderation

- 11.1 We reserve the right to moderate, moderate and/or edit any content that you post on our site and to remove offending material that we consider to constitute a misuse of our site or which is otherwise harmful to other users of our site.
- 11.2 If we consider that you are in breach of any part of these terms we may take any action we consider appropriate including removing content, suspending you and notifying the authorities or relevant regulators of your activities.

12 Rights You License to Us

- 12.1 When you upload or post content to our site, you grant us a non-exclusive, royalty-free licence to use that content for purposes connected with our site.

13 Viruses

- 13.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 13.2 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.
- 13.3 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.

14 Linking to Our Site

- 14.1 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.
- 14.2 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.
- 14.3 You must not establish a link to our site in any website that is not owned by you.
- 14.4 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.
- 14.5 We reserve the right to withdraw linking permission without notice.
- 14.6 The website in which you are linking to our site must comply in all respects with the content standards set out at paragraph 10 above.
- 14.7 If you wish to make any use of content on our site other than that set out above, please contact [info@igiveyougive.org].

15 Third Party Links and Resources in Our Site

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

16 Waiver

- 16.1 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.

17 Applicable Law

- 17.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 17.2 If you are a business, 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.

18 Contact Us

- 18.1 To contact us, please email [info@igiveyougive.org].
- 18.2 Thank you for visiting our site.