

MATW Project Terms & Conditions

About our terms

- 1.1 These terms and conditions of use (**Terms**) explain how you may use this website and any of its content (**Site**) and make a donation to any of our appeals. These Terms apply between MATW Project (**we, us or our**) and you, the person accessing or using the Site (**you or your**).
- 1.2 You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.3 These Terms apply to any parts of the Site, its functionality and content provided to you free of charge for information purposes only and to donations you make on the Site.

2 About us

- 2.1 We are MATW Project, a charity registered in England and Wales under charity registration number 120110. Our registered office is at 275 Featherstall Road North OLDHAM OL1 2NJ
- 2.2 If you have any questions about the Site, please contact us by:
 - 2.2.1 sending an email to support@matwproject.org

3 Using the site

- 3.1 The Site is for your use only.
- 3.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3.3 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.4 We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details at the top of this page.
- 3.5 As a condition of your use of the Site, you agree not to:
 - 3.5.1 misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
 - 3.5.2 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.
- 3.6 We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

4 Registration and password security

- 4.1 Use of the Site may require registration.
- 4.2 We are not obliged to permit anyone to register with the Site and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the Site through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy.

5 Infringing content

- 5.1 We will use reasonable efforts to:
 - 5.1.1 delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
 - 5.1.2 identify and remove any content that is inappropriate, defamatory, infringes intellectual property rightswhen we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.
- 5.2 If you believe that any content which is distributed or published by the Site is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

6 Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

7 Ownership, use and intellectual property rights

- 7.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (**Content**) are owned by us and our licensors.
- 7.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

7.3 Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.

7.4 Trade marks: 'MATW' Project' and the MATW Project logo are our trademarks. Other trade marks and trade names may also be used on the Site or in the Content. Use by you of any trade marks on the Site or in the Content is strictly prohibited unless you have our prior written permission.

8 Submitting information to the site

8.1 While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.

8.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

9 Accuracy of information and availability of the site

9.1 We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

9.2 We may suspend or terminate access or operation of the Site at any time as we see fit.

9.3 Any Content is provided for your general information purposes only and to inform you about us and our appeals, projects, news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Content.

9.4 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

10 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

11 Our responsibility to you

11.1 If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms

were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

- 11.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 11.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.
- 11.4 This Site and the information, names, images, pictures, logos regarding or relating to us are provided "as is" without any representation or endorsement made and without warranty of any kind whether express or implied. In no event will we be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from the use or in connection with such use or loss of use of the Site, whether in contract or in negligence.

12 **Donations**

- 12.1 All donations are subject to availability and we reserve the right to refuse donations from any individual or company.
- 12.2 We work hard to ensure your donation goes to your chosen appeal, however, if, for any reason, we are unable to do so we will use your donation for a similar appeal.
- 12.3 Where a target is set for any appeal and we receive donations exceeding such target, those excess donations will be used for similar appeals.
- 12.4 In accordance with charity law, we are not permitted to refund donations except in specific circumstances. If a mistake has occurred or you would like to discuss your donation, please contact us on the details set out above.

13 **Events beyond our control**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

14 **No third party rights**

No one other than us or you has any right to enforce any of these Terms.

15 **Variation**

- 15.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15.
- 15.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

16 Complaints

- 16.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.
- 16.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.