



## THE ADONYEVA FOUNDATION TERMS & CONDITIONS

Last updated 21 June 2019.

**THESE TERMS AND CONDITIONS APPLY TO ALL USE OF THE WEBSITE. IF YOU PROCEED TO USE THE WEBSITE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS AND WILL BE BOUND BY ITS TERMS.**

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

These terms and conditions (the “**Terms and Conditions**”) (together with the various documents referred to in them) sets out the terms on which you may make use of our website ([www.theadonyevafoundation.com](http://www.theadonyevafoundation.com)) (the “**Website**”). Use of the Website includes accessing it, perusing it, or using any of the functionality offered via it.

Please read these Terms and Conditions carefully before you start to use the Website as they represent a binding legal agreement and you will be bound by them. If you do not agree to these Terms and Conditions, you must not use the Website.

### **Other applicable policies**

The following additional policies also apply to your use of the Website:

Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Our [Cookies Policy](#), which sets out information about the cookies on the Website.

### **Information about the owner of the Website**

The Website is operated by The Adonyeva Foundation (“**We**”, “**Our**”, “**Us**” “**the Foundation**”). We are a registered charity in England and Wales, under company number CE017308, and have our registered office at Office 2a 55 Park Lane, London, England, W1K 1NA. You can contact us at [contact@adonyevafoundation.com](mailto:contact@adonyevafoundation.com)

### **Changes to these Terms and Conditions**



Please note that we reserve the right to revise or amend these terms at any time to reflect changes to our business or changes in law. It is your responsibility to check these Terms and Conditions before each use of the Website.

### **We may change our Website**

We may update and change our Website from time to time to reflect changes to our products or services, our users' needs, our business priorities or any other reason.

### **We may suspend or withdraw the Website**

Our Website is made available free of charge.

We do not guarantee that our Website, 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 Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of the Terms and Conditions, and that they comply with them.

### **Your responsibilities**

When using this Website, you agree:

- to only use this Website for lawful purposes;
- that you are responsible for restricting access to your computer and devices;
- not to impersonate other people or any other organisation or use any other user's identity when using the Website; and
- to refrain from using our Website and online communications systems for unauthorised mass-communication such as "spam" or "junk email".

### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that the Website will be secure or free from bugs or viruses.



You are responsible for configuring your information technology, computer programmes and platforms to access the Website. You should use your own virus protection software.

You must not misuse our Website 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 Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our Website 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 Website will cease immediately.

### **How you may use material on our Website**

We are the owners and/or the licensees of all intellectual property rights inherent in the Website, and in the material published on it including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software. Unless specifically stated otherwise, nothing in these terms or on the Website shall give effect to any transfer of such intellectual property rights from us to you.

Your sole right to use the intellectual property inherent in the Website is a non-exclusive licence to make use of such content only as is strictly necessary to enable you to access the Website and to peruse its contents.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

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.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.



If you print off, copy or download any part of the Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **How we may use your personal information**

We will use your personal information as set out in our Privacy Policy.

## **Uploading content to our Website**

Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with us or other users of the Website, you must comply with the following standards:

- any information or content you submit is up-to-date, accurate and truthful;
- not to submit information or content that is unlawful or otherwise objectionable including, but not limited to, content that is defamatory, abusive, offensive, racist, sexist, homophobic, threatening, vulgar, obscene, hateful, content which promotes or incites violence, is otherwise inappropriate or will constitute a criminal offence or give rise to civil liability;
- not to use this Website to advertise or offer to sell any goods or services for any commercial purpose, or to promote any surveys, contests or chain letters;
- not to post or make available any material which is protected by copyright, trade mark or other proprietary right on this Website without the express permission of the owner of the copyright, trade mark or any other proprietary right and you will be solely liable for any damages resulting from any infringement of the above. If you believe that any materials on this Website infringe your copyright or trademark, you may request that they be removed. This request must be emailed with your name, address and telephone number along with any supporting information.

Any content you upload to our Website 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 and other users of our Website an irrevocable, perpetual, royalty-free, transferable, sub-licensable licence to use, store, reproduce, redesign, modify and copy that content and to distribute and make it available to third parties via any media or format without your approval and without notice to you.

We also have the right to disclose your identity to any third party for any reason, including where, without limitation, a third party is claiming that any content posted or



uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy, or is in breach of these Terms and Conditions.

You are solely responsible for securing and backing up your content.

### **Do not rely on information on the Website**

The content on our Website 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 Website.

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

### **Indemnity**

You acknowledge that you must comply with the responsibilities set out herein and that if you breach any of these Terms and Conditions you may be personally liable to us or any third party that suffers harm as a result.

You agree to indemnify and keep indemnified us, our successors and assignors, our directors, trustees, offices, employees and agents from and against all liabilities, claims, losses, costs, damages and expenses including legal fees which are reasonably incurred by us should you breach any of these Terms and Conditions.

### **Limitation of our liability**

Nothing in these Terms and Conditions 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 law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable, under any circumstances, for the following types of loss or damage whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable:



- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation;
- loss or damage to data; or
- any indirect or consequential loss or damage.

You accept and acknowledge that we are not responsible for nor are we liable 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:

- your use, or inability to use, the Website;
- the accuracy, veracity or reliability of any content, opinion, advice or statement made or provided via this Website;
- all activities that occur under your computer or device;
- your use of any third-party websites or links in the Website;
- our disclosure of any information you submit to us; and
- our use of any information you submit to us.

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 the Website or to your downloading of any content from it, or from any Website linked to it.

### **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance or, any of our obligations under these Terms and Conditions that is caused by an Event Outside Our Control (as defined in the paragraph below).

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster, or failure of public or private telecommunications.

If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions our obligations under these terms of



use will be suspended and the time for performance of our obligations will be extended for the duration of the Even Outside Our Control.

### **Linking to the Website**

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.

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.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice and you agree to take all necessary steps to remove any links to the Website following a request from us to do so.

### **Third party website links & resources in the Website**

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources. Use of the such sites shall not be subject to the Terms and Conditions.

We assume no responsibility for the content of websites linked to from the Website. We will not be liable for any loss or damage that may arise from your use of them.

### **Applicable law and jurisdiction**

Please note that the Terms and Conditions, and its subject matter are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any disputes.

### **Contacting us**



If you have any questions about these Terms and Conditions or your use of the Website, you can contact us by e-mailing: [contact@adonyevafoundation.com](mailto:contact@adonyevafoundation.com)