

**Julian Campbell
Foundation**



DISCLAIMER

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WEBSITE TERMS OF USE

1 Introduction

- 1.1 www.juliancampbellfoundation.org (the **Site**) is operated by The Julian Campbell Foundation.
- 1.2 Use of the Site is on the terms contained in this document (**Terms of Use**). If you do not agree to these Terms of Use, stop using the Site immediately. By accessing and using this Site you are indicating your acceptance to be bound by these Terms of Use. They are a legal agreement between you and us and can only be amended with our consent. They should be read in conjunction with any details provided on the Site about how the Site operates and our Privacy Policy.
- 1.3 We reserve the right to change these Terms of Use from time to time without prior notice by changing them on the Site.

2 Accessing the Site

- 2.1 We cannot guarantee that the Site will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of the Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Site or any computer system, server, router or any other internet-connected device.
- 2.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. You also understand that we cannot and do not guarantee or warrant that any content of the Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.
- 2.3 From time to time, we may restrict access to some features or parts of the Site to users who have registered with us. 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, and you must not disclose it to any third party. 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 opinion you have failed to comply with any of the provisions of these Terms of Use.

3 Accuracy of Information

- 3.1 We will use reasonable endeavours to ensure that information on the Site is accurate, but commentary and other material posted on the Site are not intended to amount to advice on which reliance should be placed. We make no representation or warranty that any information is accurate, complete or up-to-date and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such

information by you or anyone to whom you communicate such information.

- 3.2 If you find any inaccurate information on the Site please let us know and we will endeavour to correct it, where we agree, as soon as reasonably practicable.

4 Intellectual Property Rights

- 4.1 All content on this Site including but not limited to text, software, photographs and graphics is protected by copyright. We, or our licensors, own copyright and/or database rights in the selection, coordination, arrangement and enhancement of such content, as well as in the original content. Except as expressly set out in these Terms of Use, nothing in these Terms of Use shall give you any rights in respect of any intellectual property owned by us or our licensors. You shall not assert or attempt to obtain any such rights and you shall not use or in any way exploit, our name, trade marks, logos or other proprietary marks or any of the content of this Site, in whole or in part, except as provided in these Terms of Use.

- 4.2 You may download information from the Site for your own personal non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

- 4.3 The rights granted to you under these Terms of Use shall terminate immediately upon your breach of any of these Terms of Use.

5 Links to This and Other Websites

- 5.1 We may provide hyperlinks from this Site to other internet sites which are operated by other organisations. We are not responsible for external websites that link to this Site or which are linked from it. That we include these hyperlinks does not imply any endorsement of the material on such sites or any association with their operators.

- 5.2 We reserve the right, at our discretion, to prohibit any link from another internet site to materials or information on this Site. Without prejudice to that right, if you wish to link to the Site, you may only do so on the basis that you link to, but do not replicate, the home page of the Site, and provided that any website from which you link to the Site does not contain any content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

6 Our Liability

- 6.1 Although we hope this Site will be of interest to users, we accept no liability and offer no warranties or conditions in relation to this Site or its content, to the fullest extent such liability can be excluded by law.

- 6.2 We shall not be liable to you for any business losses and shall only be liable for any losses

which are reasonably foreseeable.

- 6.3 We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

7 General

- 7.1 The Julian Campbell Foundation is a registered charity and a limited company registered in England. Our company number is 6972092.

- 7.2 English law applies to these Terms of Use and that any dispute between us regarding the Site or arising out of or in connection with these Terms of Use will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there.

8 How to Contact Us

If you experience problems with the Site or would like to comment on it, please feel free to contact us in any of the following ways:

info@juliancampbellfoundation.org

9 Updates

These Terms of Use were last updated on 21 March 2010.