

## **Terms and Conditions for Website and Social Media Use**

### **Understanding terms**

“Content” means all material including, without limitation, text, video, graphics and audio, published on the website, whether copyright of SFAC or a third party;

“Intellectual Property Rights” means all patents, designs rights, trade marks, trade and business names and all associated goodwill, rights to sue for passing off, copyright, moral rights and related rights, rights in databases, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights existing now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;

“SFAC” means SFAC or otherwise known as Strengthening Families for Abandoned Children or Substitute Families for Abandoned Children.

“website” means this website.

By using the website you agree to be legally bound by these terms and conditions, which shall take effect from your first use of the website. If these terms and conditions are not accepted in full, the use of the website must be terminated immediately.

SFAC reserves the right to change these terms and conditions at any time by posting changes online. Your continued use of the website after any changes are posted means you agree to be legally bound by these terms as updated and/or amended. You agree to review this agreement periodically to ensure you are aware of any changes.

You are responsible for making all arrangements necessary for you to have access to the website. You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these terms and conditions, and that they comply with them.

SFAC does not warrant that the functions contained in the website will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the content.

SFAC does not warrant that functions contained in the website will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available on the internet are virus-free.

No data transmission over the internet can be guaranteed to be 100% secure; therefore any information sent by e-mail or submitted through the website is at your own risk.

The website is provided "as is" without any representations or any form of warranty (whether made expressly or implied by law), including the implied warranties of

satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

You agree to use the website for lawful purposes and in a way that does not infringe the rights of, nor restrict or inhibit anyone else's use and enjoyment of, the website.

SFAC will not be liable for any damages, including indirect or consequential damages, or any damages arising from the use or loss of use of the website, or the loss of data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use of the website.

Nothing in these terms and conditions affects our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

SFAC will process information about you in accordance with our privacy policy. By using the website, you consent to such processing and you warrant that all data provided by you is accurate.

Where you are invited to submit any contribution to the website (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant SFAC a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in SFAC privacy policy. If you do not want to grant to SFAC the rights set out above, please do not submit your contribution.

Contributions must be your own, they must be civil and tasteful. They must not contain any unlawful or objectionable content and they must not infringe the law. Should you identify contributions which are unlawful, distasteful or otherwise objectionable then please contact SFAC at [info@sfac.org.uk](mailto:info@sfac.org.uk)

When you provide your details or contributions to us you are stating that you are over 18 years of age or are a minor with parental consent. You agree that any information you provide to us about yourself upon registration or at any time will be true and accurate.

SFAC will not be responsible, or liable to you or any third party, for the content or accuracy of any materials posted by you or any other user of the website. SFAC has the right to remove any material or posting you make on the website if, in our opinion, such material does not comply with these terms and conditions and ask you to remove any links to other sites or post as SFAC on any other site if we believe it is in breach of these terms and conditions.

You must not misuse the website 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 the website, the server on which the website is stored or any server, computer or database connected to the website.

You must not attack the website via denial-of-service attack or a distributed denial-of-service attack.

If you breach any of the three paragraphs above, you will be committing a criminal offence under the Computer Misuse Act 1990. SFAC will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the website will cease immediately.

SFAC will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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, or any website linked to the website.

You may link to the website, provided you do so in a way that is fair and legal and does not damage the reputation of SFAC or take advantage of it either commercially and non-commercially. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of SFAC where none exists.

The website may contain links to other websites. These links are provided for your convenience and SFAC has no control over such websites, nor is it responsible for their content. The inclusion of these links on the website does not imply endorsement of any material on those websites, or any association with their operators, unless otherwise stated. SFAC cannot guarantee the security of these sites, the operation of the links or that they will be virus-free.

Your use of any third party websites is at your own risk and subject to their respective terms & conditions and privacy policies. SFAC accepts no responsibility for any loss or damage that may result from your use of any third party websites.

All content on the SFAC website is the copyright of SFAC or the third parties as declared.

SFAC updates the website periodically and may change the Content at any given time. SFAC cannot guarantee the level at which websites that are referenced or linked on the website are kept up-to-date nor, the privacy policies and data protection policies they have in place. We recommend you read all policies of the relevant websites you visit.

You may view the content of our website on the screen, however you may not copy, reproduce, republish, post, broadcast or otherwise use the Content in any way except for non-commercial personal or educational use. You may not adapt or alter the Content except for non-commercial and educational use. Any other use of the Content requires prior written permission from SFAC.

SFAC and any other identified contributors must always be acknowledged as the authors of any Content used from the website. SFAC retains the right to block access to the website for breach of these conditions and demand the return or destruction of any copies you have made of materials. SFAC logo and name must not be used on any materials that have not been produced by SFAC without prior written permission.

### **SFAC Social Media (Facebook, Twitter, YouTube)**

The terms and conditions for the use of Content on the SFAC website will apply equally to the use of our social media sites. SFAC retains the right to block an individual from its sites and/or report abusive, offensive and/or inappropriate content on our social media sites. SFAC will not use social media to communicate with individuals directly through direct or personal messaging, we will only communicate through these means if in response to an individual first communicating with us through this platform. SFAC does not and will not share or sell social media contacts or information.

### **Photographs & Videos on our website and social media**

Any photographs and videos used on SFAC resources is with the consent of the organisation and the people featured. If a photo or video contains images of children, consent has been obtained from the child's parent or carer. The use of photos and videos featured on SFAC website and/or social media, are considered Content of the website/social media site and are subject to the terms and conditions as set out above.

### **Use of your information**

See our privacy policy ([link](#))

By using our website, our social media pages (such as Facebook, Twitter, YouTube), subscribing to our services, donating to us online, you agree that, unless you have set your computer's browser to reject them, we can place the types of cookies set out below on your device and use that data in accordance with our privacy policy [[link](#)]

We may disclose personal information about you (if known) if we are requested or required to do so by statutory authorities or regulators; or in order to enforce or apply our rights (including in relation to our website or other applicable terms and conditions) or to protect SFAC, for example in cases of suspected fraud, misuse of our intellectual property, defamation, or in order to comply with any other applicable legal obligation.

The terms and use of the website shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales although we retain the right to bring proceedings against you for breach of

these terms and conditions on your country of residence or any other relevant country.

If there is any conflict between these terms and conditions and any rules and/or specific terms of use appearing on specific sections of the website, then the latter shall prevail.