

Terms and Conditions of Use of equi-ability

November 2017

These Terms and Conditions should be read in conjunction with the Rules of equi-ability which are on our website.

Anyone using the services provided by equi-ability agrees to these terms and Conditions so please read them carefully before doing so.

1. Legal Notice

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions) and equi-ability, the owner and operator of this website. Please read these Terms and Conditions of Service carefully before using www.equi-ability.co.uk and any other subsidiary websites wholly operated by equi-ability (the Service). By using the service you signify your consent to these Terms and Conditions of Service as a customer of equi-ability (Member). If you do not agree to the Terms, please do not use the Service.

2. Intellectual Property and acceptable use

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3. Links to Other Websites

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4. Your Submitted Content and Information

You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you. You retain all of your ownership rights in your Content. However, by submitting Content to equi-ability, you hereby grant The Partnership a worldwide, non-exclusive, royalty-free, sub licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and The Partnership's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service.

You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant The Partnership all of the license rights granted herein.

5. Use of Service

The Partnership uses reasonable efforts to include accurate and up-to-date information on the Service. However, The

Partnership makes no warranties or representations as to the accuracy of the information. The Partnership assumes no liability or responsibility for any errors or omissions in the contents of this Service.

Furthermore, your use of and browsing in the Service is at your own risk. Neither The Partnership nor any other party involved in creating, producing or delivering the Service is liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to, or use of, the Service Any online facilities, tools, services or information that **equi-ability** makes available through the website or service is provided “as is” and on an “as available” basis. We give no warranty that the service will be free of defects or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. **equi-ability** is under no obligation to update information on the website. Whilst **equi-ability** takes reasonable actions to ensure that the website is secure and free of errors, viruses and other malware we give now warranty in that regard and all users should take responsibility for their own security, that of their personal details and their devices. Equi-ability accepts no liability for any disruption or non-availability of the website. We also reserve the right to alter, suspend or discontinue any part (or whole of) the website including, but not limited to, any products or services available. These terms and conditions shall continue to apply to any modified version of the website.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. You will need to check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. The Partnership also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Service or your downloading of any materials, data, text, images, video, or audio from the Service.

Any communication or material you transmit to the Service by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by The Partnership or its affiliates for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcasting and posting. Furthermore, The Partnership is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Service for any purpose whatsoever, including but not limited to evaluating, critiquing, developing, publishing, and marketing products using such information.

The trademarks, and logos, displayed on the Service, are trademarks of **equi-ability** or its affiliates. Nothing contained on the Service should be construed as granting, by implication, or otherwise, any license or right to use any trademark displayed on the Service without the written permission of **equi-ability** or such third party that may own the trademarks displayed on the Service.

The Partnership has not reviewed all of the sites linked to the Service and is not responsible for the contents of any off-site pages or any other sites linked to the Service. Your linking to any other off-site pages or other sites is at your own risk.

With due respect for our Members' right of privacy, The Partnership has established the following policy and practices for use of Member email addresses to ensure The Partnership's active control in safeguarding against any unauthorised use. Members have the right not to have their email addresses and other contact information appear on this website. Members have provided their email addresses for the sole purpose of receiving communications relating to the subject of **equi-ability**. The Partnership does not authorise or condone the sending of emails to Members for the advertisement of any product or service, for the solicitation of money or property, or for any other commercial purpose. Moreover, the provision by anyone of a Member email address to external groups or individuals without the advance written permission of its owner is an explicit violation of this Acceptable Use Policy.

equi-ability reserves the right to cancel membership in the Service, without notice and without refund, of anyone determined by The Partnership in its sole discretion to have violated this Acceptable Use Policy.

equi-ability may at any time revise these Terms and Conditions of Service by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions of Service to which you are bound.

6. Prohibited Use and Safety

We do our best to keep the Service safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments

1. You will not send or otherwise post unauthorised commercial communications on the Service.
2. You will not engage in unlawful multi-level marketing on the Service.
3. You will not upload viruses or other malicious code.
4. You will not solicit login information or access an account belonging to someone else.
5. You will not bully, intimidate, or harass any user.

6. You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
7. You will not use the Service to do anything unlawful, misleading, malicious, or discriminatory.
8. You will not do anything that could disable, overburden, or impair the proper working of the Service, such as a denial of service attack.

7. Registration and Account Security

The Service users are asked to provide their real names and information. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false or misleading personal information on the Service, or create an account for anyone other than yourself without permission.
2. You will keep your contact information accurate and up-to-date.
3. You will not share your password, let anyone else access your account, or do anything else that might jeopardise the security of your account.
4. You will not transfer your account to anyone.

8. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on the Service that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on the Service if we believe that it violates this Statement.
3. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
4. You will not post anyone's identification documents or sensitive financial information on the Service.
5. You will not send email invitations to non-users without their consent.

9. General Use of the Service—Permissions & Restrictions

equi-ability hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

1. You agree not to distribute in any medium any part of the Service or the Content without equi-ability's prior written authorization.
2. You agree not to alter or modify any part of the Service.
3. You agree not to use the Service for any of the following commercial uses unless you obtain The Partnership's prior written approval:
 - the sale of access to the Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
 - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service

10. Payment, Refunds, Upgrading & Downgrading Terms

1. A valid Paypal account is required for paying accounts, unless prior permission is sought.
2. All fees are exclusive of all taxes.

11. Termination & Cancellation

The charge for Membership pays for the materials and content you receive during the year of the charge.

1. Upon cancellation of memberships you will continue to receive benefits and content up until the date of what would have been your next billing.

12. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, equi-ability, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. THE equi-ability MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICES CONTENT OR THE CONTENT OF ANY SERVICE LINKED TO THE SERVICE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. THE CLUB DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED SITES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE CLUB WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR THE SERVICE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

13. Limitation of Liability

IN NO EVENT SHALL **equi-ability**, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT **equi-ability** SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by **equi-ability** from its facilities in England and makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

14. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless **equi-ability**, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defence and indemnification obligation will survive these Terms of Service and your use of the Service.

15. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these. If you are under 18 years of age, then please do not use the Service without your parents' or guardian's advice.

16. General

equi-ability reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.