

# The Paget's Association

## Website terms and conditions

### PA Website terms and conditions

This agreement applies between you, the User of this Website and the Paget's Association (PA), the owner of this Website. Access to and use of this Website is provided subject to the following terms and conditions and our <u>Privacy Policy</u>. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

#### 1. Definitions

In these terms and conditions:

- a) "Content or Material" means all of the information, data, text, graphics, links, or computer code or other material published on, contained or available on the Website.
- b) "Services" are those available to you through the Website including membership.
- c) "The Paget's Association/we/us/our" also known as the National Association for the Relief of Paget's Disease is a registered charity (no. 266071).
- d) "User(s)" means any third parties not employed by the PA.
- e) "Website" means any Website under the ownership or control of the PA from which a link has been created to these terms and conditions and all related domain and microsites unless excluded by their own terms and conditions.

#### 2. General

- a) Use of this Website constitutes acceptance of these terms and conditions and the Privacy Policy at first use. If you do not accept these terms and conditions in full, you should not access the Website.
- b) The PA reserves the right to change these terms and conditions at any time by posting changes online. Continued use of this Website after changes are posted constitutes your acceptance of the modified terms and conditions.
- c) The Website and content are not intended for those under the age of 18.

#### 3. About our Website

- a) Access to the Website is permitted on a temporary basis and we reserve the right to withdraw or amend this Website and any content or services on it at any time. We do not guarantee that this Website or any content on it will always be available or uninterrupted.
- b) The content on this Website is provided for general information only. It is not intended to amount to advice on which you should rely. Before making any decisions based on the content of this Website you are strongly advised to obtain professional or specialist advice.

Although we make reasonable efforts to update the information available, we make no warranties or guarantees that it us accurate, complete or up-to-date.

#### 4. Your use of our Website

- a) You agree to use this Website only for lawful purposes and in a manner which does not infringe the rights of, or restrict, or inhibit its use by any third party. Such restriction includes, without limitation, conduct which may harass, defame or cause distress to any person and the transmission of obscene or offensive material within this Website.
- b) You must not misuse our Website by knowingly introducing viruses or other entities or material which are 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.

#### 5. Your Personal Information

a. By using our Website or any of our services, or providing us with any personal data, you agree to your personal data being used and disclosed in the manner set out in our <u>Privacy Policy</u>.

#### 6. Registration

You may be asked to register with us to make use of some of our services. Your personal data will be used and disclosed in the manner set out in our <u>Privacy Policy</u>.

#### 7. Donations and Payments

The PA seeks to protect online payment details aligned with the Payment Card Industry Data Security Standard. All payments are processed through a third party and the PA does not retain any financial information. However, the security of such information transmitted via the Internet cannot be guaranteed. As such any data transferred is at your own risk.

#### 8. Our Liability

- a) To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.
- b) We will not be liable for any loss or damage (including loss of data), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - i. use of, or inability to use, the Website or any Material; or
  - ii. use of or reliance on any content or information displayed on our Website.
- c) Please note that our Website is only intended to be for domestic and private use, and we will have no liability for any loss of profit, loss of business, business interruption, loss of business opportunity, goodwill or reputation or any indirect or consequential losses or damage.
- d) The PA does not accept any liability for any loss or damage caused by viruses or any other technologically harmful material that may infect your computer equipment, computer

programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

#### 9. Force Majeure

The PA will not be in breach of its obligations under these terms and conditions, nor liable to any user of the Website for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control. This includes but is not limited to any act of God, strike, trade dispute, pandemic, epidemic, act of terrorism, act or omission of government or regulatory bodies.

#### 10. Trade marks, Copyright and Intellectual Property

- a) Subject to the exclusion of third party owned intellectual property, the PA is the owner or licensee of all intellectual property rights in the Website including the name and logo, as well as any rights in the Content. The Content is protected by copyright laws and treaties around the world and all right are reserved. You may not use or do anything with the Material or any of our intellectual property rights apart from what is set out in this section.
- b) Commercial use or publication of all or any Material is strictly prohibited without prior written authorisation from the PA. However, you may print or download any page(s) from the Website for your personal use and / or copy documents for personal, non-commercial use only on the condition that copyright and source indications are also copied, no modifications are made and the document is copied entirely.
- c) You must not modify the content 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 without permission of the PA. In addition, you must not copy, display or publish any of the Material (including any photos, documents or text) in a way which is accessible to the public (for example, on another website) without prior written authorisation from the PA.
- d) In the case of content published on this Website with the permission of the relevant copyright owners (that is not owned by the PA), all rights are reserved on these documents and permission to copy them must be requested from the copyright owners as indicated in the Material.

#### **11. Links to Third Party Websites**

The Website includes links to external websites. The PA has no control and therefore takes no responsibility for the content of external internet sites even when we have included a link on our own Website. The existence of a link from our Website to any other website is for information purposes only and does not imply that endorsement of that site or its owners and does not indicate any association or partnership on our part unless stated otherwise. The PA is not liable for any loss or damage that may arise from your use of those sites.

#### 12. Linking to our Website

Linking to our Website can help communicate valuable information to users, members, medical professionals or other interested parties. It is not necessary to request permission to link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, although we do reserve the right to request the removal of any link.

#### 13. Jurisdiction

These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

#### 14. Contact us

Any questions or comments regarding this Website should be sent to <u>helpline@paget.org.uk</u>, posted to The Paget's Association, Jactin House, 24 Hood St., Ancoats, Manchester, M4 6WX or by phone at 0161 799 4646.