

SAVS Community Website Terms of Service

By accessing this site you accept and agree to the following terms:

1. Acceptance of Terms Welcome to the Southend Association of Voluntary Services (SAVS) community website (Southend Community Action). SAVS provides this service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. By using the SAVS community website you agree to these TOS in full. You understand and agree that these TOS constitute the entire agreement between SAVS and yourself in respect of your use of the SAVS community website and replace any and all prior agreements and arrangements.

2. Description Of Service SAVS currently provides users with access to a rich collection of resources, including various communications tools, forums, search services, personalised content and branded programming through its network of properties (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the TOS. **You understand and agree that the Service is provided "AS-IS" and that SAVS assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.** You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service. SAVS are unable to guarantee a fault free service all of the time. You should report a fault in the SAVS community website to SAVS by telephone, letter, fax or email. SAVS will try to correct the fault as soon as reasonably practicable but does not offer any warranty or service guarantee whatsoever. Your access to the SAVS community website may occasionally be restricted to allow for repairs,

maintenance or the introduction of new facilities or services. SAVS will restore the SAVS community website as soon as reasonably practicable after any restriction.

The views and opinions that may be expressed on the SAVS community website do not necessarily reflect those of SAVS. SAVS reserves the right to edit or delete any messages, information or attachments submitted to the SAVS community website including without limitation any information which contravenes the rules of Member Conduct Section 6 below. In the event that information is edited or deleted by SAVS, SAVS will make reasonable attempts to contact the author of the material and explain why editing or deletion may be necessary.

3. Your Registration Obligations In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself/organization as prompted by the Service's registration form (such information being the "Registration Data") (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SAVS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SAVS has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. Privacy Policy Registration Data and certain other information about you is subject to our Data Protection Policy.

5. Member Account, Password and Security If you are issued a member account and password you are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to:

(a) immediately notify SAVS of any unauthorized use of your password or account or any other breach of security.

(b) ensure that you exit from your account at the end of each session.

(c) (c) ensure that your password and account are not shared with any third party.

SAVS cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. Member Conduct You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you, and not SAVS, are entirely responsible for all content that you upload, post, email, transmit or otherwise make available via the SAVS community website. SAVS does not control the content posted via the service and, as such, does not guarantee the accuracy, integrity or quality of such content. Under no circumstances will SAVS be liable in any way for any content, including, but not limited to, for 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.

You agree to not use the service to: upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way;

impersonate any person or entity, including, but not limited to, a SAVS official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise

manipulate identifiers in order to disguise the origin of any content transmitted through the service;

upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("rights") of any party;

upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters", "pyramid schemes," or any other form of solicitation.

upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service;

You acknowledge that SAVS may or may not pre-screen content, but that SAVS and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any content that is available via the Service. Without limiting the foregoing, SAVS and its designees shall have the right to remove any content that violates the TOS or is otherwise objectionable.

You agree that you must evaluate, and bear all risks

associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

You acknowledge, consent and agree that SAVS may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the TOS;
- (c) respond to claims that any content violates the rights of third-parties;
- (d) respond to your requests for customer service; or
- (e) protect the rights, property, or personal safety of SAVS, its users and the public.

You understand that the technical processing and transmission of the service, including your content, may involve:

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7. Indemnity You agree to indemnify and hold SAVS, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the service, your use of the service, your connection to the service, your violation of the TOS, or your violation of any rights of another.

8. No Resale of Service You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the service, use of the Service, or access to the service.

9. Modifications to Service SAVS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. You agree that SAVS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

10. Termination You agree that SAVS may, under certain circumstances and without prior notice, immediately terminate your account, and access to the service. Cause for such termination shall include, but not be limited to:

(a) breaches or violations of the TOS or other incorporated agreements or guidelines,

(b) requests by law enforcement or other government agencies,

(c) a request by you (self-initiated account deletions),

(d) discontinuance or material modification to the Service (or any part thereof),

(e) unexpected technical or security issues or problems, and >

(f) extended periods of inactivity.

11. Dealings with Advertisers Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that SAVS shall not be responsible or liable for any loss or damage of any sort

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12. Links The Service may provide, or third parties may provide, links to other World Wide websites or resources. Because SAVS has no control over such sites and resources, you acknowledge and agree that SAVS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that SAVS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

13. Disclaimer of Warranties YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAVS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SAVS MAKES NO WARRANTY THAT:

THE SERVICE WILL MEET YOUR REQUIREMENTS,

THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE,

THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET

YOUR EXPECTATIONS, AND

ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

14. Limitation of Liability YOU EXPRESSLY UNDERSTAND AND AGREE THAT SAVS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SAVS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

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(ii)THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;

(iii)UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

(iv)STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR

(v)ANY OTHER MATTER RELATING TO THE SERVICE

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