

Terms and Conditions - www.midlandssimon.com

The midlandssimon.com website is owned and operated by Midlands Simon Community, a company registered under the laws of Ireland Reg No 371956 and as a registered charity CHY NO. 15508.

By using the midlandssimon.com website or contacting us via the website or donating to midlandssimon.com, users agree to be bound by the following terms and conditions.

In these terms and conditions, the following definitions shall apply:

"You/User" means any person, firm or company who makes a donation directly to a midlandssimon.com website and any other natural or legal persons using this website for any reason, and any of their or its employees, consultants and authorised agents who may use the website from time to time;

"midlandssimon.com" means Midlands Simon Community;

"Website" means the website www.midlandssimon.com

1. Use of midlandssimon.com

1.1 In using or registering with the Website, You represent that You are of legal age to engage with the website. You also agree to provide:

1.1.1 True, accurate, current and complete information about Yourself or Your company or institution.

1.2 All transactions concluded on this website shall be in the English language

1.3 Please note that midlandssimon.com keep a record of any donations made to the Website and for a period of [6] years thereafter.

1.4 midlandssimon.com reserves the right to refuse donations from any person, firm or company at its absolute discretion.

2. Laser Card and Credit Card Donations

2.1 Users making donations by debit card or credit card hereby agree and assure midlandssimon.com that:

2.1.1 All debit card or credit card information supplied is true, correct and complete;

2.1.2 The person making the donation is duly authorized to use the debit card or credit card for that purpose; and

2.1.3 The donation and the fees will be honoured by the donor's debit card/ credit card company.

2.2 If You discover that a donation has been made on this website site using Your debit card or credit card details in circumstances where You had not agreed to or authorised this, then (provided You have not, through failure to take reasonable care, allowed an unauthorised person to gain access to Your debit card or credit card details or password) midlandssimon.com is required to refund to You the money they receive provided that: (a) You inform Your debit card or credit card company and midlandssimon.com of the unauthorised payment as soon as You discover it; and (b) You co-operate with Your debit card/ credit card company and midlandssimon.com and, if necessary, the Gardai in relation to the unauthorised use.

2.3 All donations made via the Website are final unless fraudulent use of the card is proven in accordance with clause 2.2.

2.4 YOUR DONATION WILL BE PROCESSED IMMEDIATELY BY MIDLANDSSIMON.COM AND THE PROCESSING BANK. YOU ACKNOWLEDGE THAT IN THE ABSENCE OF FRAUD, YOU SHALL NOT HAVE ANY RIGHT OF CANCELLATION OF YOUR DONATION AND IN PLACING A DONATION, YOU WAIVE ANY STATUTORY RIGHTS YOU MAY HAVE TO CANCELLATION OF THE PROCESSING OF YOUR DONATION BY MIDLANDSSIMON.COM.

3. Use of Your donation

3.1 Users hereby acknowledge that midlandssimon.com controls the use of donations which are made to this site.

3.2 Midlandssimon.com takes no responsibility for Your dissatisfaction with the use of Your donation.

3.3 If You have cause for dissatisfaction with the use of Your donation You may contact us directly at info@midlandssimon.com .

4. Privacy and security policy

4.1 midlandssimon.com's privacy and security policy forms part of the terms and conditions of use of this site, and acceptance of these terms and condition assumes acceptance of the privacy and security policy.

4.2 The privacy and security policy is worded in a separate document from these terms and conditions.

5. User Conduct and Content

5.1 Users agree to act in a responsible and legal manner when using the Website. Users shall comply with all applicable laws, regulations and rules and undertake not to use the Website or allow the Website to be used for any unlawful purpose, for the commission of any offence or crime under the laws of any jurisdiction to which access is obtained through the website or in

a manner which is likely to cause harm, offence or nuisance to any other Internet user.

5.2. In particular, the User agrees not to: - display on the Website, distribute from the Website or provide links from the Website to any pornographic, obscene, offensive, or menacing materials; - display on the Website or use in connection with the Website any pirated software or any copyrighted materials or counterfeit materials without the permission of the copyright holder; - use information obtained in connection with its registration with or use of the Website, or in any way use the Website, to carry out unsolicited mail-bombing or spamming or cause annoyance, inconvenience or anxiety to other Internet users; - use the Website or information obtained in connection with its registration to distribute or deliver any software virus or worms; - use the Website or information obtained in connection with its registration with or use of the Website to distribute, deliver or display any data, material or information which is defamatory, libellous or a hoax; or - display on the Website or use in connection with the Website any materials which in any way infringe the copyright, other intellectual property rights or proprietary rights of a third party or which may otherwise render midlandssimon.com liable to the payment of damages to any third party.

5.3 midlandssimon.com reserves the right to remove or suspend any material posted on its social media pages which is, in its sole opinion, in breach of this clause, or which it suspects to be in breach of this clause at its absolute discretion. Midlandssimon.com shall be entitled to terminate a User's registration for breach of this clause.

5.4 In addition to any other remedies available to midlandssimon.com pursuant to this Agreement, the User agrees to indemnify and hold midlandssimon.com harmless for any losses, liabilities, costs and expenses of whatever nature, arising as a result of breach of clause 5.2.

6. Links

6.1 midlandssimon.com accepts no liability in connection with any third party site accessed via a link from this Website, or any contract entered into or through a third party website. Midlandssimon.com does not provide any warranties in respect of the content of any third party websites accessed via a link from this website.

6.2 Any relationship that a midlandssimon.com user forms with any organisation linked to the midlandssimon.com website is the responsibility of the user.

7. Intellectual Property

7.1 The midlandssimon.com name and logo are the property of Midlands Simon Community and may not be used in any way without express written permission from Midlands Simon Community.

7.2 The midlandssimon.com website contains Intellectual Property which is the proprietary property of midlandssimon.com ("Website IP"). The Website IP includes but is not limited to copyrights and information about technology and may be provided in the form of text, graphic, audio and video downloads, links or source codes. Midlandssimon.com retains the rights to the Website IP and reserves all rights in respect of same.

7.3 midlandssimon.com provides information on its website. Users may for personal use only, print copies of the information and temporarily store the files on their network. Website IP is intended only for registered Users of midlandssimon.com and is provided only for Your convenience. Midlandssimon.com grants no license or property rights to any such Website IP other than as expressly set out herein.

8. Changes to these terms and conditions

8.1 midlandssimon.com reserves the right at any time from time to time to modify or discontinue, temporarily or permanently the website with or without notice. You agree that midlandssimon.com shall not be liable to You or any third party for any modification, suspension or discontinuation of the site.

8.2 Every time You use the site You are deemed to have understood and accepted the latest terms and conditions as published at the time.

9. Failure to comply with these terms and conditions

9.1 Any User who fails to comply in any way with these terms and conditions may at the sole discretion of midlandssimon.com and without prior notification, be suspended or banned altogether from using the site.

10. Limitation of Liability

midlandssimon.com shall use reasonable skill and care in the operation of the Website. However, You hereby acknowledge that:

10.1 midlandssimon.com makes no warranty as to the accuracy, reliability or currency of any information on this Website.

10.2 midlandssimon.com shall not be liable for any interruption or suspension of the Website or related services due to circumstances beyond its control including, without limitation any breakdown in Internet connectivity or security.

10.3 midlandssimon.com 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 the access to or use of this Website, including, without limitation, damage arising as a result of any bugs, trojan horses, viruses, worms or other harmful codes or errors experienced as a result of accessing the Website.

10.4 To the fullest extent permitted by applicable law, midlandssimon.com shall not be liable to any User under contract, tort, equity or otherwise for any loss or damages arising out of our in connection with the User's use of the Website, whether any of the foregoing are, without limitation, special, incidental, indirect, punitive or consequential and /or, whether any of the foregoing are, without limitation, occasioned by the negligence, fault, error, omission, act or breach of midlandssimon.com, its employees, contractors or sub-contractors.

10.5 Without prejudice to the generality of the foregoing, under no circumstances shall

midlandsimon.com be liable to any User for any consequential, economic or indirect loss or damages, loss of profits, revenue, business, capital, administrative time or loss of or loss of use of data or software, howsoever arising.

10.6 MIDLANDSSIMON.COM EXPRESSLY DISCLAIMS ALL AND SHALL NOT BE DEEMED TO HAVE GIVEN ANY WARRANTIES, EXPRESS OR IMPLIED (BY LAW OR OTHERWISE), AND (OTHER THAN AS SET OUT IN THIS AGREEMENT). THE COMMISSION EXPRESSLY DISCLAIMS AND EXCLUDES ALL TERMS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, IN CONNECTION THIS WEBSITE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Indemnity

11.1 You agree to indemnify and keep fully indemnified and hold midlandsimon.com and its employees, subsidiaries, affiliates, officers and agents harmless from and against any claim or demand whatsoever made by any third party and any losses, costs, damages, expenses and liabilities, including reasonable legal fees, due to or arising out of (i) User Content you submit, post, transmit or make available on or through the Website, (ii) Your use of the Website and (iii) Your breach of these terms and conditions.

12. Governing Law

12.1 These terms and conditions are governed by Irish law and any disputes arising in any way in relation hereto shall be subject to the exclusive jurisdiction of the Irish Courts.

13. Support

13.1 In the event that You experience technical difficulties in the use of the services on the Website, please contact us via the website.