



TERMS OF USE FOR www.acrosscontinents.org

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(1) Introduction

These terms of use govern your use of our website; **by using our website, you accept these terms of use in full.** If you disagree with these terms of use or any part of these terms of use, you must not use our website.

(2) Licence to use website

Unless otherwise stated, I or my licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, downloadable documents or other content from the website for your own **personal use**, subject to the restrictions set out below and elsewhere in these terms of use.

You must **not**, without my explicit prior agreement:

- (a) re-publish material from this website (including re-publication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website;
- (f) re-distribute material from this website.

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer

software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to my website without my express written consent.

(4) User generated content

In these terms of use, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

(5) Downloadable content

In these terms of use, “downloadable content” means material (including without limitation text, images, audio material, video material and audio-visual material), other than user generated content, made available on the website.

Reasonable care has been taken to ensure that the downloadable content contains no errors, viruses or defects however we do not warrant that this is the case and you download and use the content at your own discretion and risk. You are advised to take all reasonable precautions to protect your computer from virus infection.

(6) Limited warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all

representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(7) Limitations and exclusions of liability

Nothing in these terms of use will:

- (a) limit or exclude our or your liability for death or personal injury resulting from negligence;
- (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or
- (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use:

- (a) are subject to the preceding paragraph; and
- (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(8) Breaches of these terms of use

Without prejudice to our other rights under these terms of use, if you breach

these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including:

- (a) suspending your access to the website;
- (b) prohibiting you from accessing the website;
- (c) blocking computers using your IP address from accessing the website;
- (d) contacting your internet service provider to request that they block your access to the website; and/or
- (e) bringing court proceedings against you.

(9) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

(10) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(11) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(12) Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of England and Wales.

(13) Contact details

This website was created by Haven Websites (www.havenwebsites.co.uk) and is maintained by them on behalf of the website's owner.

You can contact us via the 'contact' page on the website.