

Fearless Girls Club CIC

Terms and Conditions of Use

1. Introduction

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Copyright notice

2.1 Copyright (c) Fearless Girls Club CIC.

2.2 Subject to the express provisions of these terms and conditions:

- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

3.1 You may:

- (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) use our website services by means of a web browser,
- subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;

- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our marketing material in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) 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;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Limited warranties

5.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

5.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or

explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

6. Limitations and exclusions of liability

6.1 Nothing in these terms and conditions will:

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

6.2 The limitations and exclusions of liability set out in this Section 6 and elsewhere in these terms and conditions:

- (a) are subject to Section 6.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

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

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

6.5 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.

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

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

7. Indemnity

7.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

8. Third party websites

8.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

8.2 We have no control over third party websites and their contents, and subject to Section

6.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

9. Trade marks

9.1 Our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

9.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

10. Variation

10.1 We may revise these terms and conditions from time to time.

10.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

11. Entire agreement

11.1 Subject to Section 6.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

12. Law and jurisdiction

12.1 These terms and conditions shall be governed by and construed in accordance with English law.

12.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

13. Our details

13.1 This website is owned and operated by Fearless Girls Club CIC.

13.2 You can contact us:

- (a) using our website contact form;
- (b) by email.