

TERMS AND CONDITIONS

1. INTRODUCTION

1. This website, raisingstandards.com, and any mobile applications through which some associated services are offered (together, the "**Website**") are operated by the Raising Standards Alliance.
2. By accessing and/or using the Website and/or any of the associated services (including by registering with us), you agree to be bound by these Terms & Conditions (the "Terms & Conditions").
3. Please read these Terms & Conditions carefully before using our websites, making a donation to us or proceeding to take part in any of our fundraising initiatives.
4. If you do not agree to be bound by these Terms and Conditions, please do not access or use the Website or any of the associated services.

2. DEFINITIONS

The following words and terms, when used in these Terms & Conditions, shall have the following meanings:

- "**Applicable Laws**": any laws, rules and regulations which (as the case may be) apply to us or apply to you in the country in which you reside, or, if different, in which you are present when using the Website;
- "**Promotional Terms**": separate terms and conditions which may apply in respect of promotions, and special offers related to the services or to fundraising for good causes from time to time;
- "**Services**": the facilities that we provide, and any other services offered by us from time to time, through the Website or the Software;
- "**Software**": any web-based code or other mobile apps which we make available for you to use to access the Website or the Services;

3. RULES AND ADDITIONAL TERMS

3.1. These Terms & Conditions include and incorporate the following:

3.1.1. Promotional Terms, which apply in respect of any promotions, and special offers that we may make available to you from time to time.

3.1.2. Our Privacy Policy which sets out the terms on which we process any personal data we collect from you or that you provide to us and the measures that we take to protect it.

3.1.3. Our Cookies Policy which sets out what cookies are, why the Raising Standards uses Cookies on its website and your options relating to their use

3.2.If there is a conflict between the meaning of these Terms & Conditions and any of the Rules, any Promotional Terms and/or the Privacy Policy, the provisions of the Rules, or any Promotional Terms and/or the Privacy Policy (as appropriate) will, where relevant, take precedence over these Terms & Conditions.

4. REGISTRATION

4.1.You may access and use some parts of our websites without registering your details with us. However, if you chose to register your details with us, registration must be for a single user only.

4.2.Please ensure that the details you provide us with are correct and complete as requested and inform us immediately of any changes to the information that you provided when registering.

4.3.You must make sure that you keep your password confidential. This means that you must not share your password or let anyone else access your account. Always ensure you log out of your account at the end of your session to avoid anyone else using it.

4.4.You should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if your password is being, or is likely to be, used in an unauthorised manner.

4.5.We may disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

5. WHAT YOU AGREE TO WHEN YOU REGISTER ON THIS SITE

5.1. By registering with us, you agree that:

5.1.1. you have understood and agreed to these Terms & Conditions (including any additional Rules and/or other terms that may apply to you;

5.2. you are 18 years of age or older;

5.2.1. you are not a problem gambler or compulsive gambler;

5.3. if you chose to click on to a third party provider to donate money or to enter a donate to win promotion, raffle, paid for prize draw or lottery, you will not hold Raising Standards responsible for your transactions with that third party;

5.4. all information which you give, or have given, to us in the registration process or afterwards is accurate and complete and will remain so at all times, and you will notify us in writing if it changes;

5.5. you are only using the Website or our Services for domestic and private use, and will not use them for any commercial, business or re-sale purpose;

5.6. our website is made available free of charge. We may suspend, withdraw, discontinue or change all or any part of our websites without notice. We will not be liable to you if for any reason the site is unavailable at any time or for any period.

5.7. you will only use our website in a manner that complies with all applicable laws and regulations and is consistent with these Terms and does not infringe the rights of anyone else, nor restrict or inhibit their use and enjoyment of our site (including, amongst other things, by hacking). We reserve the right in our sole discretion to deny any user access to our websites or any part of them without prior notice.

6. LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY

6.1 The information provided on our website is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. While we endeavour to ensure that the information on our websites is correct, we do not warrant the accuracy and completeness of that information. The material on our websites may be out of date, and we make no commitment to update such material.

6.2 Nothing in these Terms & Conditions affects our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under Applicable Law. Your statutory rights remain unaffected and we shall use reasonable care when providing you with the Services.

6.3 The Website and the Services (including all material and information displayed on or via the Website and the Services) are provided without any guarantees, conditions or warranties as to their accuracy. Where we provide links to other websites, we do so for information purposes only and your use of any such links at your own risk. We accept no responsibility for the content or use of any other websites or for the information contained on them. You are solely responsible for your use of any computers or devices and the Internet to access and use the Website.

6.4 Subject to clause 6.1 above, and to the extent permitted by Applicable Law, we exclude all liability for:

1. Any losses that were not reasonably foreseeable. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time when you opened an Account with us or entered into any Transaction (as the case may be), both we and you knew it would be the likely result of a breach of contract by us.
2. Any losses arising from your breach of these Terms & Conditions.
3. Any losses which are not caused by a breach of these Terms & Conditions or a breach of Applicable Law on our part.
4. Any losses you may incur resulting from failure by us to implement a self-exclusion agreement with you from time to time or from you circumventing a self-exclusion scheme.
5. Any losses as a result of an error.
6. Any losses as a result of using the Website, Software and/or Services for any commercial, business or re-sale purpose.
7. Loss of profit, loss of business, business interruption, or loss of business opportunity.
8. Any losses as a result of you making your Account or Account details available to another person or using a weak or obvious password.

6.5 We shall not be in breach of these Terms & Conditions nor be liable for delay in performing, or failure to perform, any of our obligations under these Terms & Conditions if such delay or failure results from events, circumstances or causes beyond our reasonable control.

6.6 Our website may contain links to third party websites. Such links are provided for your convenience only. We do not necessarily control such websites and are not responsible for their content. The mere inclusion of such links does not imply any endorsement of the material on those websites or any association with their operators. If you decide to access any of the third party websites linked to from our websites, you do so entirely at your own risk. We cannot guarantee that these links will work all the time and we have no control over the availability of the linked pages.

- 6.7 We do not warrant that the functions contained on our websites will be uninterrupted or error-free, that defects will be corrected, or that our sites or the server that makes them available are free of viruses or bugs or represent full functionality, accuracy or reliability of the materials. We will not be liable for any loss, disruption or damage to your data or your computer system or any other damages (including amongst other losses, loss of profit or loss of use) arising out of your use or delay or inability to use our websites, their content or any link to another website arising in contract, tort (including negligence) or otherwise except in the case of death or personal injury caused by our negligence. Nothing in this disclaimer applies to any products which you purchase from our sites.
- 6.8 We may from time to time allow companies to advertise goods and services on our website. While we will not knowingly run an advert that is untrue, or which relates to goods or services contrary to our objects, the appearance of an advert does not mean that we endorse the advertiser's goods or services. With the exception of products sold on our websites, we are not responsible for the accuracy of any advertising material or for any advertised product or service.

7. USE OF THE WEBSITE

7.1 General

- 7.1.1 No warranty or representation, express or implied, is made as to the accuracy, timeliness, completeness or suitability of the information and materials contained on our Website nor as to the results obtained through its use. The information provided on the Website is not intended to amount to advice or recommendations and is provided for information purposes only. No reliance shall be placed on such information when entering into a Transaction.
- 7.1.2 You must not use the Website and/or the Services for any purpose which is illegal, fraudulent, abusive, obscene, discriminatory, dishonest or inappropriate, or commercially exploit information from the Website and/or the Services. You agree that you will fully compensate us and hold us harmless on a full indemnity basis for any and all losses, costs, damages and claims arising from any such activity.
- 7.1.3. You must not post or transmit to our websites any material:-
- That is knowingly false or misleading, defamatory, illegal, abusive, vulgar, hateful, harassing, liable to incite racial hatred, blasphemous, discriminatory, pornographic, sexually oriented, threatening or invasive of a person's privacy;
 - Which you do not own or for which you have not obtained all necessary licences and/or approvals;
 - Which is technically harmful (including, amongst other things, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
 - Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with anyone or entity;

- That is otherwise in breach of our Contribution Rules.

7.1.3 If you post or transmit to any of our websites any material of the type prohibited under Term 6.2 above (or which otherwise results in a claim or action against us) and we incur any costs, expenses, liability or losses as a result then you agree to indemnify us for all such costs, expenses, liability and losses.

7.1.4 If you post or transmit any material to any of our websites:-

- You grant us a non-exclusive, perpetual, royalty free, worldwide licence to use, highlight, comment, modify or reproduce your contributions in whole or part, in whatever form, on our websites, social media pages and other communications and publications;
- By submitting a contribution, you waive your moral rights including the right to be identified as the author of the content;
- You grant us the right to use the name and content that you submit in connection with that material; and
- We shall be entitled to reveal your identity (or any information which we have about you) to any third party who claims that any of that material violates any of their rights or to any government or regulatory authority that is entitled or requires us to do so.
- We may remove or edit any material or posting you make on any of our websites at any time.

7.2 Availability of the Website

7.2.1 From time to time the Website may be unavailable for use by you due to maintenance of the Website and/or alteration of our products/Services. We may alter or amend the products/Services and/or undertake maintenance at any time or for any reason without liability to you.

8. INTELLECTUAL PROPERTY AND SOFTWARE

8.1 General

8.1.1 We are the owner or the licensee of all intellectual property rights in the Website, the material published on it, and the Software. Those works are protected by copyright, database and other intellectual property laws and treaties around the world. All such rights are reserved.

8.1.2. You must not use any part of the materials on the Website or the Software for any commercial purposes without obtaining a licence to do so from us or our licensors.

8.1.3 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference only.

8.1.4 You must not modify the paper or digital copies of any materials 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.

- 8.1.5 Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

8.2 Software

8.2.1 You agree that you are only permitted to use the Software for the purpose of using the Website and the Services.

8.2.2 We hereby grant you a personal, non-exclusive, non-transferable right to use the Software for the sole purpose of using the Services and the Website, in accordance with the following provisions. You are not permitted to:

- a. Sub-license, assign, rent, lease, loan, transfer or copy the Software or your licence to use the Software.
- b. Make or distribute copies of the Software.
- c. Interrupt or tamper with, or attempt to interrupt or tamper with, the operation of the Software, our Website or any information in any form which is made available on the Website.
- d. Use the Software or our Website for commercial purposes.
- e. Translate, reverse engineer, decompile, disassemble, adapt, modify, create derivative works based on our Website or the Software, or otherwise modify the Software.
- f. Copy or translate any user documentation provided 'online' or in electronic format.
- g. Data scrape or mine the Website or the Software, whether manually or using a software tool.
- h. Enter, access or attempt to enter or access or otherwise bypass the applicable security system or interfere in any way (including but not limited to robots and similar devices) with the Website, or attempt to make any changes to the Software and/or any features or components thereof.
- i. Flood the Website and/or the Software with information, multiple submissions or "spam" or otherwise impair their operation.
- j. Knowingly or negligently use any features which may affect the function of the Website and/or the Software in any way, for example by releasing viruses, worms, trojans, logic bombs or similar material that is malicious or harmful.
- k. Attack the Website via a distributed denial-of-service attack.

8.2.3 Neither we nor the Software Provider, or any of our or its affiliates and related parties, will be liable to you for any costs, expenses, losses or claims arising or resulting from communications or system errors occurring in connection with the settlement of Accounts or other features or components of the

Website and Software, or for any damage caused to your devices (PCs, mobile devices) from use of the Website and Software.

8.2.4 The Website and Software may include confidential information which is secret and valuable to the Software Provider and/or to us. You are not entitled to use or disclose that confidential information other than strictly in accordance with these Terms & Conditions.

8.2.5 If you wish to link from your website to our websites you may do so only on the basis that you link to, but do not replicate, the homepage or other web pages, and subject to the following conditions:-

- The link must simply consist of either the website address or any linking logo which we have given you permission to use;
- You do not remove, distort or otherwise alter the size or appearance of any logos on the site;
- You do not in any way imply that we are endorsing any products or services;
- You do not misrepresent your relationship with us nor present any other false information about us;
- You do not otherwise use any RSA trade marks displayed on our sites without our express written permission;
- You do not link from a website that is not owned by you; and
- Your website does not contain content that is distasteful, pornographic, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- At any time and at our complete discretion we reserve the right to withdraw the permission to make website links to our sites.

9. YOUR LIABILITY

9.1 You agree to compensate us (and our subsidiaries, employees, agents and/or partners) for any loss, damage, claims, liabilities, costs and expenses that may arise as a result of your breach of these Terms & Conditions.

10. OTHER

10.1 Changes to the Terms & Conditions

10.1.1 These Terms & Conditions may be varied by us at any time for a number of reasons, including in order to comply with Applicable Law and/or in order to reflect changes to the services, practices or initiatives.

10.1.2 The format and content of our websites change constantly. You should refresh your browser each time you visit our sites to ensure that you access the most up to date version.

10.2 Complaints and Dispute Resolution

10.2.1 If you have a complaint about any content on (or sent via) our websites, contact us via info@raisingstandards.com

Please provide:

You're full name, date of birth, email address, and phone number;

- Details of the exact content complained of and details of why you are complaining about that content; and
- Confirmation from you that that the information that you have provided is accurate, complete and not misleading.
- Please note that no action can be taken without this information.

10.2.2 Any complaint about a service or competition that is offered by a third party will be dealt with by that third party.

10.2.3 We will investigate your complaint and you must co-operate with that investigation in a timely manner. With your full co-operation, we will respond to your complaint with our final outcome, within 8 weeks.

10.3 Waiver

10.3.1 Our failure or delay in enforcing or partially enforcing any term of these Terms & Conditions shall not be interpreted as a waiver of any of our rights or remedies. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10.4 Severance

10.4.1 If any provision of these Terms & Conditions is held by any competent court to be invalid, void, voidable or unenforceable in whole or in part, the validity of the other provisions of these Terms & Conditions and the remainder of the provision in question shall continue in full force and effect.

10.5 Entire Agreement

10.5.1 These Terms & Conditions, including any document expressly referred to in them, represent the entire agreement between you and us in relation to the Website, the Services and the Software and replace any prior agreement, understanding or arrangement between you and us in relation to them. We each acknowledge that neither of us has relied on any representation, undertaking or promise made by the other in relation to the subject matter of these Terms & Conditions except as expressly stated in them.

10.6 Transfer of Agreement

10.6.1 We may at any time assign or transfer any or all of our rights and obligations under these Terms & Conditions but we will only do so where that assignment or transfer will not prejudice your rights under these Terms & Conditions. In particular, we may assign or transfer our rights and obligations to any purchaser of all or part of our business. We may also subcontract or delegate in any manner any or all of our obligations under these Terms & Conditions to any third party or agent.

10.6.2 These Terms & Conditions are personal to you and you may not assign, sub-license or otherwise transfer in any manner whatsoever any of your rights or obligations under these Terms & Conditions.

10.7 Third Party Rights

10.7.1 Clause 12.1 benefits, and is enforceable by, our subsidiaries, employees, agents and/or partners pursuant to the Contracts (Rights of Third Parties) Act 1999. Otherwise, these Terms & Conditions do not give rise to any rights the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

10.8. Communications

10.8.1 You agree to receive communications from us in an electronic form. Electronic communications may be posted on the pages within the Website and/or the messages/help files of your client application, and/or delivered to your email address, as decided by us from time to time. All communications in electronic format will be considered to be "in writing" and to have been received on the earliest of (a) the date you actually received or retrieved the communication or (b) five business days after posting or dissemination. We reserve the right, but assume no obligation, to provide communications in paper format. Note that any communications under this paragraph shall be governed by our privacy policy.

10.9. Governing law and jurisdiction

10.9.1 These terms and conditions, and any dispute or claim relating to them or their subject matter, whether contractual or non-contractual, are governed by and construed in accordance with English law.

10.9.2 You agree that you irrevocably submit to the jurisdiction of the Courts of England and Wales in respect of any such dispute.

10.9.3 You agree that you may not bring proceedings in respect of any such dispute against us in any jurisdiction other than England and Wales.

10.9.4 At its election, we may bring proceedings against you in respect of any such dispute in the Courts of England and Wales and/or any other court with jurisdiction.

10.9.5 To the extent permitted by law, we may take concurrent proceedings in any number of jurisdictions."

11. CONTACT US

We can be contacted as follows:

By e-mail via info@raisingstandards.com