

# Terms and Conditions of Use

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You must not:

- republish material from this website (including without limitation republication on another website, social media network or communications application);
- sell, rent or sub-license material from the website;
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- reproduce, duplicate, copy or otherwise exploit the material on this website for a commercial or educational purpose, unless separately licenced and approved to do so by Signalong;
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- redistribute material from this website using a form or method not provided by the facilities of the site.

## Acceptable use

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

If you have a website or application that would benefit from the Signalong Sign Library or any other resource provided by the site, Application Programming Interfaces (APIs) and separate terms exist to provide an automated method for accessing this information.

You must not use this website to transmit or send unsolicited communications.

## Controlled access and subscriptions

A user is able to create their own user ID and password to enable access to restricted areas of this website or other content or services. By agreeing to these terms and conditions you agree that the information you have provided in creating this account is true and accurate and does not misrepresent you. The user ID and password are an individual identifier and are used to provide the website's services for your own personal use. You must ensure that your user ID and password are kept confidential and not shared with other parties.

The user ID and password provides a single named user access from one device. You must not attempt to logon to the Signalong website simultaneously from multiple devices. If you wish to change the device you are using to access the website please ensure that you log out from the site before attempting to log on using a new device.

A user can request additional permission by signing up for a subscription to the website from within the facilities provided on the site. By entering into a subscription you agree that your chosen payment method and personal details will be retained by our payments provider and the repeat subscription payment will be taken automatically at the interval indicated, or shortly after, when the subscription is established.

Subscription payments are non-refundable and do not imply an agreement to supply the services provided by the website. Signalong reserves the right to control access to areas of this website and may choose to revoke and change the permissions that are applied to the site without notice or explanation.

A user is able to cancel or downgrade a subscription at any time and the cancellation or downgrade will occur at the next subscription renewal. A user is able to upgrade a subscription at any time and the upgrade will occur within 24 hours.

Subscription rates are subject to continuous review and Signalong will endeavour to provide at least 1 calendar month notice of a change to a subscription rate to affected subscribers. This will be performed without obtaining your consent and non-receipt of the notification cannot be used to withhold payment or take other actions that may be interpreted as a breach of these terms and conditions by either party. The new subscription rate will take effect from the next subscription renewal for that user. A user is able to exercise their rights outlined in these terms and conditions to cancel their subscription to occur before the revised renewal payment is taken.

Signalong reserves the right to disable your user ID and password without notice or explanation. Refunds for subscriptions payments are at the discretion of Signalong.

## User generated content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Signalong a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Signalong 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 Signalong 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.

Signalong reserves the right to edit or remove any material submitted to this website, or stored on Signalong's servers, or hosted or published upon this website.

Notwithstanding Signalong's rights under these terms and conditions in relation to user content, Signalong does not undertake to monitor the submission of such content to, or the publication of such content on, this website, and provides no warranty or guarantee for the quality of such user generated content.

## **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. Signalong makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Signalong does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind, irrespective of the source of that information. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

## **Limitations of liability**

Signalong will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Signalong has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website terms and conditions will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website terms and conditions will exclude or limit Signalong's liability in respect of any:

- death or personal injury caused by Signalong's negligence;
- fraud or fraudulent misrepresentation on the part of Signalong; or
- matter which it would be illegal or unlawful for Signalong to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## **Other parties**

You accept that, as a limited liability entity, Signalong has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Signalong's officers or employees in respect of any losses you suffer in connection with the website.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Indemnity**

You hereby indemnify Signalong and undertake to keep Signalong indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Signalong to a third party in settlement of a claim or dispute on the advice of Signalong's legal advisers) incurred or suffered by Signalong arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## **Breaches of these terms and conditions**

Without prejudice to Signalong's other rights under these terms and conditions, if you breach these terms and conditions in any way, Signalong may take such action as Signalong deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

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

## Assignment

Signalong may transfer, sub-contract or otherwise deal with Signalong's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## Severability

If a provision of these terms and conditions 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.

## Entire agreement

These terms and conditions constitute the entire agreement between you and Signalong in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with United Kingdom law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

## Signalong's details

The full name of Signalong is Signalong The Communication Charity and is a Registered Charity UK Charity No **1039788** and is registered with companies house under Company number **02922636**. The Signalong name is a Registered Trademark **UK00002268715**

Signalong's registered address is:

1 Old Winery Business Park, Cawston, Norfolk, NR10 4FE

You can contact Signalong by email to [admin@signalong.org.uk](mailto:admin@signalong.org.uk)

Or if you have specific questions about the operation of this website on [webmaster@signalong.org.uk](mailto:webmaster@signalong.org.uk)

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