

Values in Healthcare Learning Community Terms and Conditions of Use

Acceptance of This Agreement

Please read these terms carefully – they concern your access to and use of this website ("the Website") which is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. **If you do not accept these Terms and Conditions you must immediately stop using the Website.**

1. Changes to the Terms and Conditions

The Janki Foundation reserves the right to add, delete, or modify any provision to this Agreement at any time without notice.

2. Your Responsibility to Regularly Review the Terms and Conditions

We recommend that you regularly review any changes and you are responsible for doing so.

Accounts and passwords

As a registered user, any user identification code or password must be kept confidential and used only by you. We have the right to 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 of use.

Contact data

The Website site has a Facilitator Directory that holds contact data which will be shared with other users – if you do not wish to share any or some of your contact data, please do not add it to the directory.

If you have taken the responsibility to add data for a third person, it is your responsibility to ensure that they have agreed to share the data on the Website.

Submissions (including photographs)

All **photographs**, suggestions, ideas, notes, concepts and other information you send to us (collectively, "Submissions") shall be deemed and shall remain the sole property of The Janki Foundation and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions, and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.

By sending us or uploading any photography to the Website, you fully authorise for them to be shared and published - compliance to the current UK Data protection Act would need to have been signed, witnessed and passed to the Foundation. If you do not have the appropriate forms signed, please do not send or upload any photographs.

Your Conduct

You must not use the Website in any way that causes or is likely to cause the Website or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer to us. You must use the website for lawful purposes only, i.e. for the projects endorsed by The Janki Foundation. You must not use the website for any of the following:

- For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing racist, abusive, threatening, defamatory, invasive of privacy, in breach of confidence, infringes any intellectual property rights,; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, political campaigning, commercial solicitation, chain letters, mass mailings or any spam
- To cause annoyance, inconvenience or needless anxiety
- To impersonate any third party or otherwise mislead as to the origin of your content
- To reproduce, duplicate copy or resell any part of our site in contravention with these terms of use or any other agreement with The Janki Foundation

Advice

The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision

Deleting and Modification

We reserve the right in our sole discretion, without any obligation and without any notice requirement to you, to edit or delete any documents, information or other content appearing on the Site, including this Agreement.

Links to Third Party Website's

The Website contains links to third party website's that are controlled and maintained by others. Links are provided for your convenience and do not imply an endorsement of such website's or their operator and you acknowledge and agree that we are not responsible for the content or availability of any such sites. Your access and use of such Web sites remains solely at your own risk.

Copyright

The content, organization, graphics, design, and other matters related to the Site are protected under applicable copyrights and other proprietary laws, including but not limited to intellectual property laws. The copying, reproduction, use, modification or publication by you of any such matters or any part of the Site is strictly prohibited, without our express prior written permission.

Limitation Of Liability

The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, The Janki Foundation will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

The Janki Foundation makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Indemnification

You agree to indemnify, defend and hold us, our partners, our volunteers and legal representatives harmless from any liability, loss, damages, claim and expense (including reasonable legal fees) related to your breach of these Terms and Conditions.

Governing law

Your use of this Web site, any downloaded material from it and the operation of these Terms and Conditions shall be governed by and construed in accordance with the laws of England and you agree to submit to the non-exclusive jurisdiction of the English courts.

Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.