# U2ADOPTION.COM's Terms and Conditions of Use

# PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE

#### WHAT'S IN THESE TERMS?

These terms tell you the rules for using U2ADOPTION.COM ("my site").

#### WHO I AM AND HOW TO CONTACT ME

U2ADOPTION.COM is a site operated by Angana Maheshwari.

To contact me, please email ANGANA@U2ADOPTION.COM.

# BY USING MY SITE YOU ACCEPT THESE TERMS

By using my site, you confirm that you accept these terms and conditions of use and that you agree to comply with them.

If you do not agree to these terms, you must not use my site.

#### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms and conditions of use refer to the following additional terms, which also apply to your use of my site:

U2ADOPTION.COM's Privacy Policy [INSERT AS LINK TO SITE'S PRIVACY POLICY], which informs you about how I look after your personal data when you visit and interact with my site.

U2ADOPTION.COM's Acceptable Use Policy [INSERT AS LINK TO ACCEPTABLE USE POLICY], which sets out the permitted uses and prohibited uses of my site. When using my site, you must comply with this Acceptable Use Policy.

#### I MAY MAKE CHANGES TO THESE TERMS

I amend these terms from time to time. Every time you wish to use my site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 27/11/2018.

### I MAY MAKE CHANGES TO MY SITE

I may update and change my site from time to time.

# I MAY SUSPEND OR WITHDRAW MY SITE

My site is made available free of charge.

I do not guarantee that my site, or any content on it, will always be available or be uninterrupted. I may suspend or withdraw or restrict the availability of all or any part of my site for operational reasons.

You are also responsible for ensuring that all persons who access my site through your internet connection are aware of these terms and conditions of use and other applicable terms and conditions, and that they comply with them.

#### **HOW YOU MAY USE MATERIAL ON MY SITE**

I am the owner or the licensee of all intellectual property rights in my site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from my site for your personal use and you may draw the attention of others to content posted on my site.

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.

My status and that of any identified contributors as the authors of content on my site must always be acknowledged.

You must not use any part of the content on my site for commercial purposes without obtaining a licence to do so from me or my licensors.

If you print off, copy or download any part of my site in breach of these terms and conditions of use, your right to use my site will cease immediately and you must, at my option, return or destroy any copies of the materials you have made.

#### DO NOT RELY ON INFORMATION ON THIS SITE

The content on my site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on my site.

Although I make reasonable efforts to update the information on my site, I make no representations, warranties or guarantees, whether express or implied, that the content on my site is accurate, complete or up to date.

# I AM NOT RESPONSIBLE FOR WEBSITES MY SITE LINKS TO

Where my site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by me of those linked websites or information you may obtain from them.

I have no control over the contents of those sites or resources.

# **USER-GENERATED CONTENT IS NOT APPROVED BY ME**

This website may include information and materials uploaded by other users of the site[, including to bulletin boards and chat rooms]. This information and these materials have not been verified or approved by me. The views expressed by other users on my site do not represent my views or values.

If you wish to complain about information and materials uploaded by other users please contact me on ANGANA@U2ADOPTION.COM

# MY RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

I exclude all implied conditions, warranties, representations or other terms that may apply to my site or any content on it. I will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, my site or use of or reliance on any content displayed on my site.

Please note that I only provide my site for domestic and private use. You agree not to use my site for any commercial or business purposes, and I have no liability to you for any loss of profit, loss of business, business

interruption, or loss of business opportunity.

# **HOW I MAY USE YOUR PERSONAL INFORMATION**

I will only use your personal information as set out in U2ADOPTION.COM's Privacy Policy [LINK TO PRIVACY POLICY].

#### **UPLOADING CONTENT TO MY SITE**

Whenever you make use of a feature that allows you to upload content to my site, or to make contact with other users of my site, you must comply with the content standards set out in U2ADOPTION.COM's Acceptable Use Policy [INSERT AS LINK TO ACCEPTABLE USE POLICY].

You warrant that any such contribution complies with those standards, and you will be liable to me and indemnify me for any breach of that warranty. This means you will be responsible for any loss or damage I suffer as a result of your breach of warranty.

Any content you upload to my site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant me and other users of my site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to me are described under the heading below entitled **Rights You Are Giving Me To Use Material You Upload**.

I also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to my site constitutes a violation of their intellectual property rights, or of their right to privacy.

I have the right to remove any posting you make on my site if, in my opinion, your post does not comply with the content standards set out in U2ADOPTION.COM's Acceptable Use Policy [INSERT AS LINK TO ACCEPTABLE USE POLICY].

You are solely responsible for securing and backing up your content.

# RIGHTS YOU ARE GIVING ME AND OTHER USERS OF MY SITE TO USE MATERIAL YOU UPLOAD

When you upload or post content to my site, you grant me a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with services provided by the website and across different media as well as in order to promote my site or its services.

When you upload or post content to my site, you grant other users of my site a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use the content in accordance with the functionality of the site.

# I AM NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

I do not guarantee that my site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access my site. You should use your own virus protection software.

You must not misuse my site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to my site, the server on which my site is stored or any server, computer or database connected to my site. You must not attack my site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the UK's Computer Misuse Act 1990. I will report any such breach to the relevant law enforcement authorities and I will co-operate with those authorities by disclosing your identity to them. In the

event of such a breach, your right to use my site will cease immediately.

# **RULES ABOUT LINKING TO MY SITE**

You may link to my site's home page or sub-pages, provided you do so in a way that is fair and legal and does not damage my or my site's reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on my part where none exists.

You must not establish a link to my site in any website that is not owned by you and my site must not be framed on any other site.

I reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in U2ADOPTION.COM's Acceptable Use Policy [INSERT AS LINK TO ACCEPTABLE USE POLICY].

If you wish to link to or make any use of content on my site other than that set out above, please contact me on ANGANA@U2ADOPTION.COM.

# WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Please note that these terms and conditions of use, their subject matter and their formation (and any non-contractual disputes or claims), are governed by English law. You and I both agree that the courts of England and Wales will have exclusive jurisdiction.