Website Fair Use Policy

Please read this fair use policy, which together with our website terms & conditions of use sets out the terms between the user ("you") and the '45 Aid Society ("the Society", "we" or "us") under which you may access the website, www.45aid.org ("the Site"). This fair use policy statement applies to all users of and visitors to the Site.

Your use of the Site means that you accept and agree to abide by all the policies in this fair use policy statement, which supplements our terms & conditions. The www.45aid.org site is a site operated by the Society, which is a limited company. We are registered in England and Wales under registered number 00847998.

Prohibited Uses

You may use the Site only for lawful purposes.

You agree to comply with all applicable laws, rules, and regulations in connection with your use of the services. Any material or conduct that in the Society's judgment violates this policy in any manner may result in suspension or termination of the services or removal of a user's account with or without notice.

You may not use the Site:

- 1. in any way that breaches any applicable local, national or international law or regulation;
- 2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 3. to transmit or procure the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 4. to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- 1. not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our <u>terms</u> & conditions of use; and
- 2. not to access without authority, interfere with, damage or disrupt any part of the Site or any equipment or network on which the Site is stored or any software used in the provision of the Site or any equipment or network or software owned or used by any third party; and
- 3. not to engage in any phishing or identity theft; and
- 4. not to distribute pornography or adult related content or offering any escort services; and
- 5. not to promote or facilitate violence or terrorist activities; and
- 6. not to infringe the intellectual property or other proprietary rights of others.

Suspension and Termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this fair use policy statement constitutes a material breach of the terms & conditions of use upon which you are permitted to use the Site and may result in the Society taking all or any of the following actions:

- 1. immediate, temporary or permanent withdrawal of your right to use the Site;
- 2. issue a warning to you;
- 3. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 4. further legal action against you; or
- 5. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited and we may take any other action we reasonably deem appropriate.

Changes to the fair use policy statement

We reserve the right to revise this fair use policy statement at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this fair use policy statement may also be superseded by provisions or notices published elsewhere on the Site.