The '45 Aid Society - Terms & Conditions

Please read the following Terms and Conditions carefully as they govern the use of this website. These Terms and Conditions, along with the Privacy Policy, Fair Use Policy and Cookie Policy govern your use of this Site. By registering with the Site you expressly confirm your acceptance of them.

All material contained within the '45 Aid Society (the 'Society' or 'we') website and its archive www.45aid.org (the 'Site') is covered by a disclaimer and protected by copyright laws. Access to the Site is subject to the following conditions:

1. Copyright and Trademarks
"the '45 Aid Society" name and "the '45 Aid Society" logo are protected by Copyright. Any other trademarks and/or logos displayed in this website are the trademarks or logos of their respective owners.

2. Links to Other Websites
The Site contains links to other websites that are operated by third parties. The Society does not accept any liability over the content of these third party sites. The existence of these links does not constitute an endorsement of such websites and if you link to these sites you do so at your own risk.

3. Content Accuracy
Whilst all reasonable efforts have been made to ensure the accuracy of information and content on the Site, no responsibility can be taken for any error or omission. The information and content or elements of it may be subject to change or modification without notice. You acknowledge that Site information and content may contain inaccuracies or errors and that we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

4. Photographs and Material
(a) The photographs and material contained within the Site archive have been created by or collected by the Society and/or donated to the Society over time by friends and affiliates. These photographs and material are owned by the Society, protected by Copyright and may not be copied or reproduced without written permission
(b) The Society reserves the right in its absolute discretion at any time to store, edit, display and/or discard any material provided to the Society. The society DOES NOT offer itself or its archive as a permanent means of storage of material for individuals or registered Users.

5. Registration
(a) Some parts of the Site may be viewed by anyone, however to access more elements of the archive you will need to register as a user of the Site (a 'User'). When you register with the Society you are confirming that you are over 18 years of age or are a minor with parental consent to use the Site for which you are registering. You agree that any information you provide to us about yourself upon registration or at any other time will be true, accurate and complete and that you will ensure that this information is kept accurate and up to date at all times.
(b) Registration as a User of the Site is provided at the sole discretion of the society.

6. Password
When you register as a User of the Site you will be asked to create a password. You must keep this password confidential at all times and must not disclose it to or share it with anyone. You will be deemed responsible for all activities that occur under your password. If you know or suspect that someone else knows your password you should notify us immediately.
7. Your Use of the Site
You alone are responsible for your use of the Site. By using the Site you agree to comply with the following guidelines:
(a) the Site is to be used for your personal use only and use of the Site for any commercial purpose or to obtain financial gain is strictly prohibited
(b) You must not impersonate any other person or entity, whether actual or fictitious. If you feel that any of the terms and conditions have been broken by Users please alert the Society as soon as possible giving full details.
(c) The Society also reserves the right at its sole discretion to terminate a User's access to the Site.

8. Intellectual Property
(a) The Society owns the copyright of and other intellectual property rights in the Site and its contents. “Rights” means copyright, database rights, trade marks, design rights and other intellectual and proprietary rights of whatever nature, anywhere in the world. You acknowledge that (i) the Society is protected by these Rights; and (ii) these Rights are valid and protected in all media and technologies existing now or later developed; and (iii) except as explicitly provided otherwise, these Terms and Conditions and applicable copyright, trademark and other laws govern your use of such Rights.
(b) You may view, print, download or store extracts from the Site for your personal, non-commercial reference without alteration, addition or deletion. You may not otherwise copy, replicate, distribute, publish, commercially exploit or otherwise transfer any Site material or content without prior written consent from the Society.
(c) By submitting content, which shall include your User name, to the Society for incorporation into the Site or the Society's other records, you confirm that you have permission from the owner or are otherwise yourself legally able to grant to the Society a royalty-free, perpetual, non-exclusive license to use, reproduce, modify, adapt, store, publish and translate such content for the purposes of the archive to supply information about the Holocaust and Holocaust survivors who came to the UK and/or their families.
(d) With regard to submission of content to the Society, your attention is specifically drawn to clause 4(b) above.

9. Limitation of Liability
The Society does not guarantee that access to the Site will be uninterrupted, that the Site will be free from viruses or that the Site cannot be tampered with by third parties. The Site and the information contained within it are provided on an 'as is' basis, with no warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties or any implied warranties of merchantability or fitness for a particular purpose. Use of the Site and the information is entirely at the User's sole risk. In no event will the Society be liable for any damages whatsoever arising out of or related to the Site. Your sole and exclusive remedy for dissatisfaction with the Site and/or the information contained within it is to stop using the Site and the information.

10. Cookies on the Site
This website uses cookies to monitor browsing preferences. The Cookie Policy can be found at https://45aid.org/cookie-policy/ This explains what cookies are and how we use them. You should read this policy to understand what cookies are, how we use them, the types of cookies we use i.e, the information we collect using cookies and how that information is used and how to control the cookie preferences

11. Modification of the Terms and Conditions
The Society may modify these Terms and Conditions on the Site from time to time and you agree to periodically review them to be aware of any such revisions. Should the revision be unacceptable to you, you agree to stop accessing the Site. Your continued use of the Site following publication of any such revision(s) shall be deemed as acceptance of and agreement to abide by all such revisions.
The Society is a registered charity (Registered in England No. 243909) and a company limited by guarantee (00847998 England). The registered office is: 27 Mortimer Street, London W1T 3BL