



## Website Terms and Conditions of Use

### 1. Introduction

- 1.1 These terms and conditions (the “**Terms**”) govern the use of the website <https://www.itgetsbetter.org.uk> (the “**Website**”).
- 1.2 This website is run by It Gets Better UK (“**IGBUK**”, “**We**”, “**Us**” or “**Our**”), registered charity number: 1176164.
- 1.3 By using our Website, website users (“**You**”, “**User(s)**”) agree to these Terms in full. **If you disagree with these Terms or any part of them, You must not use our Website.**
- 1.4 If You submit a video or submit a query via the contact form on our Website you will be asked to expressly agree these Terms. You will also be asked to agree to the terms of our [privacy policy or children’s privacy policy](#).
- 1.5 Our Website use cookies for analytics purposes. By using our Website or agreeing to these Terms You consent to our use of cookies in accordance to the terms of our [privacy policy or children’s privacy policy](#).
- 1.6 Our Website is offered and made available to those who are aged thirteen (13) years of age or older. By using this Website you represent and warrant that You are of legal age to form a binding contract with IGBUK and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.
- 1.7 IGBUK reserves the right to amend or update these Terms at any time with or without notice to Users, and may also add new features or functionality to, or change or remove existing features or functionality from, the Website that will be subject to the Terms. Any User who continues to use the Website after any changes are made will be deemed to have agreed to those changes.

### 2. Intellectual Property

- 2.1 This Website is copyrighted ©2021 by It Gets Better UK.
- 2.2 Subject to these terms:
  - (a) We, together with our licensors, own and control all copyright, all intellectual property and all material (“**Website Content**”) on the Website; and
  - (b) all rights in the Website Content are reserved.
- 2.3 By submitting content to the Website, via the contact and submit a video forms (“**Submitted Content**”), You assign all intellectual property rights in the Submitted Content to Us. Furthermore, You waive all moral and residual rights in the Submitted Content. For the avoidance of doubt we may use the Submitted Content however we so wish.
- 2.4 IT GETS BETTER and IT GETS BETTER PROJECT are trademarks of Savage Love, LLC, and licensed for use on this Website by the IGBUK.

### 3. Using our Website



- 3.1 You may browse, view or submit content to us via the Website.
- 3.2 Unless You own or control relevant rights in the content, You may not:
  - (a) republish material from our Website;
  - (b) sell, rent or sub-license material from our Website;
  - (c) exploit material from the website for a commercial purpose;
  - (d) interfere or disrupt the Website or servers or networks connected to the Website, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature;
  - (e) inject content or code or otherwise alter or interfere with the way any the Website is rendered or displayed in a user's browser or device; and
  - (f) reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of, or exploit in any way, the IGBUK Website.
- 3.3 The Website may include links to third-party websites ("**Third-Party Sites**"). You access these sites at your own risk. IGBUK is not in control of these Third-Party Sites and cannot be held responsible for any harm that results from their usage.
- 3.4 We reserve the right to restrict the access to the Website, in whole or in part, at any time to any User for any reason.

#### **4. Disclaimer of Warranties**

- 4.1 THE WEBSITE, INCLUDING, WITHOUT LIMITATION, WEBSITE CONTENT, IS PROVIDED ON AN 'AS IS', 'AS AVAILABLE' AND 'WITH ALL FAULTS' BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER IGBUK NOT ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OF AGENTS (COLLECTIVELY, THE 'IT GETS BETTER UK PARTIES') MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED AS TO A) THE WEBSITE; B) THE WEBSITE CONTENT; C) USER CONTENT (INCLUDING COMMENTS); OR D) SECURITY ASSOCIATED WITH TRANSMISSION OF INFORMATION TO IGBUK OR VIA THE WEBSITE. IN ADDITION, THE IT GETS BETTER UK PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.
- 4.2 THE IT GETS BETTER UK PARTIES DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE OR THAT THE SERVERS THAT MAKES THE WEBSITE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE IT GETS BETTER UK PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE WEBSITE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE IT GETS BETTER UK PARTIES DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE IT GETS BETTER UK PARTIES SPECIFICALLY DISCLAIM ANY SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR



OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

4.3 BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES OCCUR OR HAVE OCCURRED IN UNITED KINGDOM AND ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE.

4.4 THE IT GETS BETTER UK PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

## **5. LIMITATION AND WAIVER OF LIABILITIES**

5.1 UNDER NO CIRCUMSTANCES WILL THE IT GETS BETTER UK PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO:

A) THE WEBSITE;

B) THE WEBSITE CONTENT;

C) USER CONTENT (INCLUDING COMMENTS);

D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE WEBSITE;

E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE IT GETS BETTER UK PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE WEBSITE;

F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS;

G) ANY ERRORS OR OMISSIONS IN THE WEBSITE'S OPERATION; OR

H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE IT GETS BETTER UK PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEBSITE).

5.2 IN NO EVENT WILL THE IT GETS BETTER UK PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.



YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SOME OF THE EVENTS, ACTIVITIES OR ACTIONS TAKEN BY YOU WHETHER IN CONNECTION WITH THE WEBSITE OR OTHERWISE CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED THEREWITH EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION OR INACTION OR NEGLIGENCE OF IGBUK OR BY THE ACTION, INACTION, OR NEGLIGENCE OF OTHERS. YOU EXPRESSLY AGREE THAT IGBUK DOES NOT ASSUME RESPONSIBILITY FOR THE SUPERVISION, PREPARATION OR CONDUCT OF ANY ACTIVITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

5.3 IN NO EVENT WILL THE IT GETS BETTER UK PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED GREAT BRITISH POUNDS (£100.00)

5.4 YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF IGBUK'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO ANY INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, OR OTHER CONTENT OWNED OR CONTROLLED BY THE IT GETS BETTER UK PARTIES.

5.5 IGBUK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTOR, OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

## **6. Assignment**

6.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms.

6.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.

## **7. Severability**

7.1 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.

7.2 If any unlawful and/or unenforceable provision of these Terms 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.

## **8. Third party rights**

8.1 A contract under these Terms is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.



8.2 The exercise of the parties' rights under a contract under these Terms is not subject to the consent of any third party.

## **9. Entire Agreement**

9.1 These Terms taken together with [our privacy policy or children's privacy policy](#) form the entirety of the agreement between You and IGBUK. In the event of conflict between these Terms and the privacy policies these terms shall take precedence.

## **10. Governing Law**

10.1 These terms and conditions shall be governed and construed in accordance with the English law and subject to the exclusive jurisdiction of the courts of England.