

EFOA Terms of Website Use

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

This Terms of Use Policy (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.eastfinchleyopen.org.uk (**our site**), or make use of our own internal email or social media forums (**our emails**) whether as a visitor or a registered user/editor. Use of our site includes accessing, browsing, or registering to edit our site.

Please read these terms of use carefully before you start to use our site or our emails, as these will apply to your use of our site and emails. We recommend that you print a copy of this for future reference.

By using our site and emails, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site or emails.

Other applicable terms

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

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

We do not currently offer any goods for sale through this site, nor do we host paid advertisements on this site.

Information about us

Our Site is operated by Members of East Finchley Open Artists ("**We**"). We are a voluntary group of Artists and Craftspeople and can be contacted at info@eastfinchleyopen.org.uk. We are not registered for VAT. Our emails are hosted by Google Groups and other Social Media sites.

Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing our site and emails

Our site and emails are made available free of charge.

We do not guarantee that our site, or any content on it, or our emails will always be available or be uninterrupted. Access to our site and emails is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site or emails without notice. We will not be liable to you if for any reason our site or emails is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site and emails.

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

Our site and emails are directed to people residing in the United Kingdom. We do not represent that content available on or through our site or emails is appropriate or available in other locations. If you choose to access our site or emails from outside the United Kingdom, you do so at your own risk.

Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at: info@eastfinchleyopen.org.uk.

Intellectual property rights

We are the owners or the licensees of all intellectual property rights in our site and our emails, and in the material published on them. 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 our site or emails for your personal use and you may draw the attention of others within your contacts or organisation to content posted on our site or emails.

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.

Our status (and that of any identified contributors) as the authors of content on our site and emails must always be acknowledged. You must not use any part of the content on our site or emails for commercial purposes without obtaining a licence to do so from us.

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

No reliance on information

The content on our site and our emails are provided for general information only. They are 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 our site or emails.

Although we make reasonable efforts to update the information on our site, and to check the content of our emails, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. The opinions expressed on the Artists' individual pages and individual emails do not represent the opinions of East Finchley Open Artists as a whole and should not be taken as such. We are not responsible for the goods or services offered by individual Artists through our site or emails: when obtaining goods or services from them, you enter into a contract with them individually.

We will not be liable to any user 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, our site or emails; or
- use of or reliance on any content displayed on our site or in our emails.

If you are a business visitor or Artist user/editor, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a general visitor, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site or through our emails. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Uploading content to our site

This applies specifically to Artist users/editors given access by us to editing the content of our site. 3

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site or emails, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to our site or share via our emails will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of Our Site or emails] 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 us are described in the next paragraph (Rights you licence).

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

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site or emails.

We have the right to remove any posting you make on our site or emails if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

The views expressed by individual users on our site do not represent our collective views or values.

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

Rights you licence

When you upload or post content to our site or our emails, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties (specifically social media and email hosting sites) to use the content for their purposes.

Viruses

We do not guarantee that our site or emails will be secure or free from bugs or viruses.

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

You must not misuse our site or emails by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site or emails, the servers on which our site and emails are stored or any server, computer or database connected to our site or emails. You must not attack our site or emails 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 Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site and emails will cease immediately.

Linking to our site

You may link to our site home page, provided you do so in a way that is fair and legal and does not damage our 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 our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site. We 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 our [Acceptable Use Policy](#).

If you wish to make any use of content on our site other than that set out above, please contact info@eastfinchleyopen.org.uk.

Third party links and resources in our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

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

Applicable law

Please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Contact us

To contact us, please email info@eastfinchleyopen.org.uk

Thank you for visiting our site.