

# THE WORCESTER JCC WEBSITE TERMS AND CONDITIONS

## Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to the Worcester JCC's use of technology, including cookies and third-party cookies, to collect non-personally identifiable data to provide better and more relevant services and messages to our users, whether on the Worcester JCC's website or across the internet.

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## License to use website

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You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

## Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without

limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the Worcester JCC express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the Worcester JCC's express written consent.

### **Restricted access**

Access to certain areas of this website is restricted to members. The Worcester JCC reserves the right to restrict access to areas of this website, or indeed this entire website, at the Worcester JCC's discretion.

If the Worcester JCC provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the member user ID and password are kept confidential.

The Worcester JCC may disable your member user ID and password in the Worcester JCC sole discretion without notice or explanation.

### **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. The Worcester JCC makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, the Worcester JCC does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

### **Limitations of liability**

The Worcester JCC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Worcester JCC has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the Worcester JCC liability in respect of any:

- death or personal injury caused by the Worcester JCC's negligence;
- fraud or fraudulent misrepresentation on the part of the Worcester JCC; or
- matter which it would be illegal or unlawful for the Worcester JCC to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, the Worcester JCC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Worcester JCC's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect the Worcester JCC's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Worcester JCC.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify the Worcester JCC and undertake to keep the Worcester JCC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Worcester JCC to a third party in settlement of a claim or dispute on the advice of the Worcester JCC's legal advisers) incurred or suffered by the Worcester JCC arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to the Worcester JCC's other rights under these terms and conditions, if you breach these terms and conditions in any way, the Worcester JCC may take such action as the Worcester JCC deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

The Worcester JCC may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

The Worcester JCC may transfer, sub-contract or otherwise deal with the Worcester JCC's rights and/or

obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

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. If any unlawful and/or unenforceable provision 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.

### **Credit card security**

We accept donations online through a secure PayPal portal. PayPal protects your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls.

### **Protection against fraud**

The Worcester JCC will never ask you to supply bank details via email.

These terms and conditions constitute the entire agreement between you and the Worcester JCC in relation to your use of this website, and supersede all previous agreements in respect to your use of this website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of the Commonwealth of Massachusetts.

### **Credit**

This document was created using a Contractology template available at <http://www.freenetlaw.com>.