

Agreement Between User And Cancer Ninjas

These Terms of Use, together with the documents referred to herein, set out the terms on which you may use the Cancer Ninjas website (**Website**) whether as a guest or a registered user. Use of the Website includes accessing, browsing, or registering for use.

Your use of the Website constitutes your acceptance of all such terms, conditions, and notices without modification and your agreement to comply with them.

Additionally, the Website may contain additional terms that govern particular features or offers (for example, event areas). In the event that any of these Terms of Use conflict with any such additional terms, then these Terms of Use shall prevail. Please read these Terms of Use carefully before using the Website. We recommend that you print a copy for future reference.

If you do not agree to these Terms of Use, you must not use the Website.

Other Applicable Terms

These Terms of Use refer to the following additional terms, which also apply to your use of the Website:

- **Privacy Statement** which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.
- **Acceptable Use Policy** which sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with Cancer Ninjas Acceptable Use Policy.
- **Cookie Policy** which sets out information about the cookies on the Website.

Information About Cancer Ninjas

The Website, www.cancerninjas.com, is operated by Cancer Ninjas(**CANCER NINJAS**), a not for profit fundraising initiative for its supported charities, and having its address at The Old Star, Church Street, Princes Risborough, Buckinghamshire, HP27 9AA.

Changes to These Terms and The Website

CANCER NINJAS 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 as they are binding on you.

CANCER NINJAS may update the Website from time to time, and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and CANCER NINJAS is not obligated to update it.

CANCER NINJAS does not guarantee that the Website, or any content therein, will be free from errors or omissions.

Accessing The Website

The Website is made available free of charge. CANCER NINJAS does not represent, warrant or guarantee that the Website, its functions, or any content will always be available and uninterrupted or that defects will be corrected. Access to the Website is

permitted on a temporary basis. CANCER NINJAS may suspend, withdraw, discontinue or change all or any part of the Website without notice. CANCER NINJAS will not be liable to you if for any reason the Website is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Website.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

The Website is directed to people residing in the United Kingdom. CANCER NINJAS does not represent that content available on or through the Website is appropriate or available in other locations. CANCER NINJAS may limit the availability of the Website or any service or product described therein to any person or geographic area at any time. If you choose to access the Website from outside the United Kingdom, you do so at your own risk.

Viruses

CANCER NINJAS does not represent, warrant or guarantee that the Website or the server on which the Website is stored are secure or free from bugs, viruses or other harmful components.

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

You must not misuse our site 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 the Website, the server on which the Website site is stored or any server, computer or database connected thereto. You must not attack the Website 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. CANCER NINJAS will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

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.

CANCER NINJAS has the right to disable any user identification code or password, whether chosen by you or allocated by CANCER NINJAS, 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 CANCER NINJAS at hello@cancerninjas.com

Intellectual Property

CANCER NINJAS is the owner or the licensee of all intellectual property rights in the Website, and in any and all material published therein, unless otherwise stated. Such works, including but not limited to designs, text, graphics and arrangements thereof, are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

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.

Cancer Ninjas status (and that of any identified contributors) as the authors of the Website's content must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website 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 the Website is provided for general information only. It is 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.

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

User Submissions

Except for any personally identifiable information we may collect from you under the guidelines established in **Cancer Ninjas Privacy Statement**, any material, information or other communication you transmit, upload or post to the Website ("Materials") will be considered non-confidential and non-proprietary. CANCER NINJAS will have no obligations with respect to the Materials. CANCER NINJAS and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Materials and all data, images, sounds, text, and other such materials embodied therein for any and all commercial or non-commercial purposes.

CANCER NINJAS retains the right to disclose your identity to any third party claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

CANCER NINJAS is not responsible or liable to any third party for the content or accuracy of any content posted by you or any other user of the Website.

CANCER NINJAS has the right, at its sole discretion, to remove any posting you make on the Website if CANCER NINJAS determines that your post does not comply with the content standards in the **CANCER NINJAS Acceptable Use Policy**.

The views expressed by other users on the Website do not represent the views or values of CANCER NINJAS.

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

Linking To Our Site

You may link to the Website, provided you do so in a way that is fair and legal and does not damage or take advantage of CANCER NINJAS reputation.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of CANCER NINJAS where none exists. You must not establish a link to the Website in any other website that is not owned by you.

CANCER NINJAS reserves 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 **CANCER NINJAS Acceptable Use Policy**.

If you wish to make any use of content on the Website other than that set out above, please contact hello@cancerninjas.com.

Third Party Links

In an attempt to provide increased value to our visitors, the Website may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the "External Sites"). However, even if any such third party is affiliated with CANCER NINJAS, CANCER NINJAS has no control over the External Sites, all of which have separate privacy and data collection practices, independent of CANCER NINJAS. CANCER NINJAS has no responsibility or liability for those independent policies or actions and is not responsible for the privacy practices or the content of the External Sites. The External Sites are only for your convenience and therefore you access them at your own risk. Links do not imply that CANCER NINJAS sponsors, endorses, is affiliated with or associated with, or has been legally authorised to use any trade mark, trade name, service mark, design, logo, symbol or other materials displayed on or accessible through such External Sites. Nonetheless, CANCER NINJAS seeks to protect the integrity of the Website and the links placed upon it and therefore requests any feedback on not only the Website, but also for such External Sites (including if a specific link does not work). You should contact the Website administrator (hello@cancerninjas.com) for such External Sites if you have any concerns regarding such links or the content on such External Sites.

Notices And Procedures For Making Claims Of Copyright Infringement

CANCER NINJAS respects the intellectual property of others, and we ask our users and visitors to do the same. Upon receipt of notices to hello@cancerninjas.com entitled "INFRINGEMENT" we will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your copyright work has been copied in a way that constitutes copyright infringement, please provide CANCER NINJAS with all of the following information:

- a description of the copyright work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and email address and all other information reasonably sufficient to permit CANCER NINJAS to contact you;
- a statement by you that you have a good faith belief that the disputed use is not authorised by you or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner of an exclusive right that is allegedly infringed.

Limitation of Our Liability

To the fullest extent permissible under English law, CANCER NINJAS excludes all conditions, warranties, representations or other terms which may apply to the Website or any content therein, whether express or implied.

CANCER NINJAS is not liable to any user of the website 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, the Website; or
- use of or reliance on any content displayed on or linked to the Website.

If you are a business user, please note that in particular, CANCER NINJAS is not 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.

CANCER NINJAS has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

CANCER NINJAS is not 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 the Website or to your downloading any content from it, or on any website linked to it.

CANCER NINJAS assumes no responsibility for and makes no warranties or representations as to the adequacy, usefulness, accuracy, completeness or otherwise of the Website's content or use of the Website or the External Sites. Links to the External Sites should not be interpreted as being endorsed by CANCER NINJAS. CANCER NINJAS is not liable for any loss or damage that may arise from your use of such links. [Different limitations and exclusions of liability will apply to liability arising as a result of Cancer Ninjas supply of any goods to you, which are set out in **CANCER NINJAS Booking Terms** and **CANCER NINJAS Conditions and Cancellation Policy**.

CANCER NINJAS does not filter advertisements or other content that children may view through the Website, and children could receive content and materials from the Internet and/or advertising that are inappropriate for children. CANCER NINJAS encourages parents and guardians to spend time online with their children and to consider using electronic filtering software.

The Website and the materials, information, services, and products contained herein, including, without limitation, text, graphics, and links, are provided "as is" and without warranties of any kind, whether express or implied.

THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Applicable Law

If you are a consumer, 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 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 hello@cancerninjas.com.