



Terms & Conditions for the Dr Williams' School OGA website www.dwsoga.org.uk

By registering on the Dr Williams' school website you are affirming that you have an association with the school and/or the Old Girls' Association. You will receive an email confirming registered user status as soon as we have verified this association.

Registered users are entitled to view the Old Girls' Association area of the website where information, events, images and the constitution are published.

Registered users may contribute resources in the form of personal stories, research, original records and images and may also comment on published items.

By registering on the site you are agreeing to all the terms of use and privacy set out below.

Terms of Use and Privacy

THE AGREEMENT

The following terms and conditions are those upon which each of the Contributing Organisations ('We' 'us' 'our') to Dr Williams' School OGA project offer you access and use of material found on this website ('the Service'). This offer is conditional on your agreement to all our terms and conditions set out herein, including your compliance with policies, guidelines and terms linked by way of URLs in this Agreement, including, but not limited to the Creative Commons Licence (together 'our Terms & Conditions of Service').

By using the Service or by exercising any access provided to parts of it, you accept and agree to be bound by our Terms and Conditions of Service. We only grant you the permissions set out below in consideration of your acceptance and observance of our Terms and Conditions of Service. If you do not agree to our Terms and Conditions of Service you must not use and are not permitted to access and/or use the Service.

We may amend our Terms and Conditions of Service at any time at our sole discretion, effective upon posting our amended Terms and Conditions of Service on Dr Williams' School, Dolgellau website www.dwsoga.org.uk. Your continued access to and use of the Service thereafter shall be deemed your agreement to the amended Terms and Conditions of Service. No variation or counter offer of our Terms and Conditions of Service or to any amendment we may from time to time make to them will be accepted by us.

1. The Service

1.1 The Dr Williams' School website is an online community where registered users can publish stories, images and comments. By searching stories and images, provided by other members of the DWS online community, associated items may link individual contributions to support and illustrate the site themes.

1.2. You acknowledge that in providing the Service our purpose is to allow people to interact online regarding topics and content chosen by users of the Service, and that users can use the Service to interact on a real time basis. It is intrinsic to the nature of the Service, we cannot continuously and will not continuously regulate the content/communications created and made available by users of the Service. As a result our ability to monitor the quality, morality, legality, truthfulness or accuracy of various aspects of the Service is limited.

1.3 You acknowledge that: (a) by using the Service you may have access to images, music video, audio, text and other creative output ('Content'); and (b) Content may be provided by us or by others such as the users of the Service ('Content Providers').

1.4 You acknowledge that Content Providers have rights in their respective Content under copyright and other applicable laws, and that except as provided by our Terms and Conditions of Service such rights are not transferred or licensed to you. You accept full responsibility and liability for your use of any Content in violation of any such rights and you agree that your creation of Content is not in any way based upon any expectation of protection of your rights by us.

2. Licences and Intellectual Property Rights

2.1 Subject strictly to all the other provisions of our Terms and Conditions of Service, we grant you a non-exclusive, royalty free licence to access and use the Service and use the Content in the Service which shall be revocable by us at any time.

2.2 Unless stated otherwise, content owned by us or licensed to us as part of the Service can be used by you for non-commercial research or private study purposes only and under the terms of the Creative Commons Licence found on our Dr Williams' School, Dolgellau Web site at <http://www.dwsoga.org.uk>. Any permissions for further uses of our Content will need to be sought from us in writing.

2.3 Content owned by us or licensed to us as part of the Service can not be altered, manipulated or changed in any way by you.

2.4 You may create Content in the Service in various forms. We acknowledge and agree that, subject to our Terms and Conditions of Service, you retain any and all applicable copyright and any other intellectual property rights with respect to any Content you create using the Service, to the extent that you have such rights under applicable law.

2.5 Notwithstanding the foregoing, you understand and agree that by submitting your Content to any area of the Service, you automatically grant (and you represent and warrant that you have the right to grant) to us: (1) an irrevocable, non-exclusive, royalty free, perpetual licence to: (a) use, reproduce and communicate your Content within the Service and a right to sub-licence such use to users of the Service as long as the Content is used by any user within the Service under the terms of the Creative Commons Licence.

2.6 You agree that by submitting your Content to any area of the Service you automatically grant to users of the Service who want to use your Content or parts of it outside the Service an irrevocable, non-exclusive, royalty free, perpetual licence to reuse your Content for non commercial or private study purposes only in accordance with the terms of the Creative Commons Licence.

2.7 You agree that even though you may retain certain copyright or other intellectual property rights with respect of the Content you create while using the Service, you do not own the account you use to access the Service, nor do you own any data submitted by you which we may store on our server or which others may store on our behalf.

2.8 By accepting our Terms and Conditions of Service you waive all so-called 'moral rights' in respect of Content you create in using the Service.

3. Community Rules

3.1 You agree that you shall not take any action to upload, post, e-mail or otherwise transmit Content that:

- (a) infringes the intellectual property rights of a third party;
- (b) is known to you to be untruthful or inaccurate;
- (c) amounts to an actionable breach of confidence or an infringement of the rights of privacy of any third party;
- (d) is obscene or defamatory of any person
- (e) involves you in the impersonation any person, collective or entity without their consent
- (f) falsely states or otherwise misrepresents your affiliation with any person, collective or entity; or
- (g) trivializes, sensationalizes or demeans either any person, subject or organisation associated with the Content
- (h) violates any law or regulation of England and Wales or is otherwise inappropriate.

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3.2 You agree that you shall not remove any digital watermark, credit line or any other technical protection measure used in associated with the Content.

3.2 You agree that you shall not hack, interfere or remove Content held by the Service.

3.3 You agree that if we, at our sole discretion, consider that any Content added to the Service by you infringes any of the provisions of term 3.1 above we may

take whatever steps we deem necessary to pursuant our power set out in term 4.2 below.

4. Releases, Disclaimers of Warranties, Limitation of Liability and Indemnification

4.1 As a condition of access to the Service, you release us from claims, demands, damages of every kind and nature, known and unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with any dispute you have, may in the future have or may claim to have with any other users of the Service. You further understand and agree that we will have the right but not the obligation to mediate the resolution of disputes between users relating to the Service.

4.2 Any Content, or other data residing on our servers or within the Service may be deleted, altered, moved or transferred at any time for any reason at our sole discretion without notice and without liability to you or any third party.

4.3 We provide the Service and Content strictly on an 'as is' basis and use of the Service and/or Content is at your own risk. We hereby expressly disclaim all warranties or conditions of any kind to the extent permitted by law, including without limitation any merchantability or fitness for a particular purpose. To the extent permitted by law, we accept no liability for loss suffered or incurred by you or any third party as a result of your or their reliance on the Service and/or Content.

4.4 In no event shall we be liable to you or to any third party for any special, incidental, consequential, punitive or exemplary damages, including without limitation any damages for loss of profits arising (whether in contract, tort or otherwise) out or in connection with the Service and or Content. In addition, in no event will our cumulative liability to you for direct damages of any kind or nature exceed £50.00.

4.5 You agree to defend, indemnify and hold harmless other users of the Service and Content and us from all damages, liabilities, claims and expenses, including without limitation reasonable legal fees and costs, arising from any breach of our Terms & Conditions of Service by you, or from your use of the Service.

4.6 This website is not responsible for the contents or reliability of other websites linked to from our pages and does not necessarily endorse the views expressed within them. Listing should not be taken as endorsement of any kind. We cannot guarantee that these links will work all of the time and we have no control over the availability of the linked pages.

5. Privacy

You acknowledge and agree that we may, at our sole discretion, track, record, observe or follow any and all of your interactions within the Service.

6. Agreement, Governing Law and Dispute Resolution

6.1 You agree that your acceptance of our Terms and Conditions of Service creates a binding agreement between you and us in respect of which our grant to you of a permission to use the Service and your acceptance of our Terms and Conditions of Service amount to good and valuable consideration and that the agreement that exists between you and us shall be governed by and construed in accordance with English law. You further agree that any dispute arising out of or in connection with this Agreement will be subject to and within the exclusive jurisdiction of the English courts.

6.2 You agree to use best efforts to resolve disputes with us in an informal manner.

7. General Provisions

7.1 Our Terms and Conditions of Service constitute the entire understanding and agreement between you and us with respect of your use of the Service.

7.2 The invalidity or un-enforceability of any provision of our Terms and Conditions of Service shall not affect the continuation in force of the remainder of the agreement existing between you and us.

7.3 The permissions granted and arising by agreement upon these Terms and Conditions of Service shall not be waived (where capable of waiver) except in writing. Any such waiver of rights or any waiver of a breach of our Terms and Conditions of Service shall not be construed as a waiver of any other rights or of any other or further breach. Failure to exercise or enforce any rights conferred by agreement made upon these Terms and Conditions of Service shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

7.4 The section headings contained in our Terms and Conditions of Service are for convenience only and shall not affect the interpretation of the substantive terms hereof.

7.5 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

7.6 Any reference to 'we' 'us' or 'our' is to be read and construed as meaning the Dr Williams' School Old Girls Association

7.7 This website does not necessarily endorse the views of those people submitting material for publication on the website.

7.8 Resources published on www.dwsoga.org.uk may also be published on www.peoplescollectionwales.co.uk so that an online DWS resource is available beyond the life of the Dr Williams' School website.