

End User Terms

Introduction

Please read these terms and conditions carefully before using this platform. These terms tell you the rules for using the Platform and Content, when entering any of our campaigns.

Any capitalised terms that are not defined in these End User Terms, shall have the same meaning as set out in the Terms of Business.

SAFETY MESSAGE

Whilst you are using the Platform, please be aware of your surroundings. You agree that your use of the Platform is at your own risk, and you will not use the Services to violate any applicable law, regulation, policy or instructions as outlined in these End User Terms, and you will not enable or encourage any other individual to do so.

You agree that you will maintain safe and appropriate contact with any other users. You agree that you will not trespass, or otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind.

1. HOW THE PLATFORM WORKS

Landmrk is a platform created and owned by Landmrk Limited (**Landmrk**) (the **Platform**). We work with Landmrk to host our campaigns on their platform, and ultimately bring them to you as the end user. You have no contractual relationship with Landmrk, only with us as the Brand Partner under these terms (the **End User Terms**).

2. WHO WE ARE AND HOW TO CONTACT US

The campaigns placed on the Platform (the **Content**) are created and operated by TackleAfrica. We are registered in England and Wales under company number 07328452 and have our registered office at 8 Connaught Terrace, Hove, BN3 3YW. We are regulated by The Charity Commission.

3. BY USING THE PLATFORM YOU ACCEPT THESE TERMS

By using the Platform, you confirm that you accept these End User Terms and that you agree to comply with them.

If you do not agree to these terms, you must not use the Platform.

We recommend that you print a copy of these terms for future reference.

4. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These End User Terms refer to the following additional terms, which also apply to your use of the Platform:

- Our Privacy Policy - <https://tackleafrica.org/privacy-policy/>. See further under '*What personal data we collect and why we collect it*'.
- Our Cookie Policy - <https://tackleafrica.org/privacy-policy/>, which sets out information about the cookies on our site - see further under '*Cookies*'
- Any other policies that we make known to you in the course of your use of the Platform.

5. WE MAY MAKE CHANGES TO THESE TERMS

We amend these End User Terms from time to time. Every time you wish to use the Platform, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 2 July 2020.

6. WE MAY MAKE CHANGES TO OUR CONTENT ON THE PLATFORM

We may update and change our Content from time to time to reflect changes to our products, our users' needs and our business priorities.

7. WE MAY SUSPEND OR WITHDRAW THE PLATFORM

The Platform, and our Content is made available free of charge.

We do not guarantee that the Platform, or our Content, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform or our Content, for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

We may also suspend or withdraw your access to the Platform (i.e. by suspending or deleting your account), at any time and without notice to you if (including but without limitation), you fail to comply with these End User Terms.

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

8. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these End User Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

9. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

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 End User Terms.

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

10. HOW YOU MAY USE THE PLATFORM

We grant you, as a user of the Platform, a non-exclusive, non-transferrable, non-sub licensable licence to download and use the Platform, access our Content and upload any relevant materials, for your own personal non-commercial purposes. You must not upload any content that would be considered (in our opinion) inappropriate, abusive (to other third parties), inaccurate, misleading or otherwise illegal. You must not upload any content that would not comply with the Acceptable Use Conditions as set out in Clause 11 below.

You may not carry out any actions on the Platform that would constitute cheating. These actions could include, but are not limited to: using any techniques to alter or falsify a device's location. You agree by using the Platform that we may stop you from using the Platform if we detect or reasonably suspect that you are cheating.

11. ACCEPTABLE USE CONDITIONS

The below conditions (the **Acceptable Use Conditions**) set out the content standards that apply, in combination with any other policy governing the upload of content that we make available to you, from time to time.

You must not upload any content that:

- is illegal;
- is unlawful or fraudulent, or has an unlawful or fraudulent purpose or effect;
- has the purpose of intimidating, humiliating, harming or attempting to hurt anyone in any way;

- contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other similar content;
- infringes any copyright, database right, patent, trade mark or other applicable intellectual property rights of any other third party;
- contains any advertising or promotes any services or web links in relation to other brands or platforms; or
- would otherwise be considered inappropriate by us.

12. HOW YOU MAY USE THE MATERIAL ON THE PLATFORM

Landmrk are the owner of all intellectual property rights in the Platform itself and we have a licence from Landmrk to use the Platform and to allow you to use it to participate in our campaigns. We are the owner of all intellectual property rights in the Content uploaded to the Platform in relation to our campaigns. 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 the Content on the Platform for your personal use and you may draw the attention of others within your organisation to our Content posted on the Platform.

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 such as Landmrk) as the authors of the Content on the Platform must always be acknowledged.

You must not use any part of the Content on our site 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 Content or the Platform in breach of these End User Terms, your licence to use the Platform will cease immediately, your account will be deleted, and you must, at our option, return or destroy any copies of the materials you have made.

13. DO NOT RELY ON INFORMATION ON THE PLATFORM

Our Content on the Platform is provided for the purposes of our campaigns 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 the Platform.

Although we make reasonable efforts to update our Content on the Platform, we make no representations, warranties or guarantees, whether express or implied, that our Content on the Platform is accurate, complete or up to date.

14. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Content on the Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

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

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our Content on the Platform for domestic and private use. You agree not to use the Platform 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.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our <https://tackleafrica.org/privacy-policy/>

17. UPLOADING CONTENT TO THE PLATFORM

Whenever you make use of a feature that allows you to upload content to the Platform, you must comply with the content standards set out in our Acceptable Use Policy <https://tackleafrica.org/privacy-policy/>. In particular, you must ensure that such content is lawful and does not infringe any third party's rights, including intellectual property rights and privacy rights, and that you have the right to submit the content to the Platform.

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. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the Platform will be considered non-confidential and non-proprietary. Once uploaded, we become the owners of your content, and can use, store and copy that content and distribute and make it available to third parties.

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 the Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any content you submit to the Platform if, in our opinion, your post does not comply with the content standards set out in these End User Terms and our Acceptable Use Policy <https://tackleafrica.org/privacy-policy/>.

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

We do not store terrorist content.

18. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Platform will be secure or free from bugs or viruses.

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

You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform 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 the Platform will cease immediately.

19. RULES ABOUT REFERENCING OUR CONTENT ON THE PLATFORM

You may refer to our Content on the Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You may not refer in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You may not refer to our Content on the Platform in any website that is not owned by you.

The Platform must not be framed on any other site, nor may you refer to any part of the Platform other than our Content.

We reserve the right to withdraw referencing permission without notice.

Should the above referencing be via links, we reserve the right to withdraw linking permission without notice.

Any website or application in which you are referring or linking must comply in all respects with the content standards set out in our Acceptable Use Policy

<https://tackleafrica.org/privacy-policy/>

If you wish to link to, refer to or make any use of our Content on the Platform other than that set out above, please contact benji@tackleafrica.org

20. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these End User Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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.