

LEGAL NOTICE

Registered owner

1. This website is owned and maintained by the Opportunities Foundation Limited ("we", "us") is a charitable company, limited by Guarantee and registered in England and Wales with registered office address: 54 Providence Way, Waterbeach, Cambridge, CB25 (Registered Address).
2. Opportunity Foundation Limited is also registered with the Charity Commission as a Foundation Charitable Incorporated Organisation at the same Registered Address.

Conditions of Use

3. This page (together with the documents referred to on it) specific the conditions of use (Conditions of use) on which you can use this the contents of www.foundationopportunities.org (referred to in these Conditions of use as the Website), whether as a guest or a registered user.
4. Please read these Conditions of use carefully before you start to use the Website. By using the Website, you indicate that you accept these Conditions of use and that you agree to abide by them. If you do not agree to these Conditions of use, please refrain from using the Website.

Registration

5. You must be at least 13 years old in order to register with Opportunity Foundation and to use all services provides by Opportunity Foundation. By registering with Opportunity Foundation or accessing its Services directly or indirectly you confirm that you are at least 13 years old.
6. As part of the registration and payment process you will need to submit a username and password (together your "Registration Details"), both of which you will be required to submit each time you log on. You must treat the Registration Details as confidential, and you must not disclose them to any third party. We will be entitled to assume that any person logging onto any part of the website or using your Registration Details is either you or someone doing so with your permission, and you will be liable for any actions of any person logging on using your Registration Details. You should therefore notify us immediately if you suspect that anyone else knows your Registration Details and has logged on as you.
7. We reserve the right to require you to change your Registration Details at any time for any reason.
8. You represent and warrant that all information you provide to us during the registration and payment process and at all other times will be true, accurate and comprehensive and you agree to maintain the accuracy of such information at all times

9. We may process the information that we collect about you during the registration and payment process and otherwise during your use of the website or Opportunity Foundation services. By making any payment you consent to such processing and you warrant that all data provided by you is accurate.

Accessing the Website

10. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.
11. From time to time, we may restrict access to some parts or the entire Website, to users who have registered with us.
12. 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, and 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 opinion you have failed to comply with any of the provisions of these Conditions of use.
13. When using the Website, you must comply with the provisions of our acceptable use policy.
14. 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 Conditions of use, and that they comply with them.

Reliance on information posted

15. All material posted on the Website is intended for information purposes only and does not represent legal advice on which reliance should be placed. Users are hereby placed under notice that they should take appropriate steps to verify such information. No user should act or refrain from acting on the information contained in the Website without first verifying the information and as necessary obtaining legal and/or professional advice.

Our liability

16. The Opportunity Foundation makes no representations or warranties whatsoever as to the accuracy of the information contained on the Website. To the extent permitted by law, The Opportunity Foundation expressly excludes all conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity.

17. The Opportunity Foundation expressly disclaims all liability and responsibility for any direct, indirect or consequential loss or damage incurred by any user arising from any reliance placed on materials posted on the Website by any visitor to the Website and by anyone who may be informed of any of their contents, or from the use or inability to use the Website, whether directly or indirectly, resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and The Opportunity Foundation had been advised of the possibility of the same. Direct, indirect or consequential loss and damage shall include but not be limited to loss of profits or contracts, loss of income or revenue, loss of business, loss of goodwill, and wasted expenditure or management time.
18. Nothing in these Conditions of use shall exclude the Opportunity Foundation's liability for death or personal injury resulting from its negligence, nor its liability for fraudulent misrepresentation, nor any other liability, which cannot be excluded or limited under applicable law.

Changes to the Website

19. We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely.

Viruses, hacking and other offences

20. The user agrees that material downloaded or otherwise accessed through the use of the Website is obtained entirely at the user's own risk and that the user will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and the Opportunity Foundation had been advised of the possibility of the same.
21. You must not misuse the Website 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 is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.
22. By breaching the provision in paragraph 16, 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 Website will cease immediately.
23. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 of any material posted on them, or on any website linked to them.

Linking to the Website

24. You may link to our 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, but 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.
25. You must not establish a link from any website that is not owned by you.
26. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.
27. If you wish to make any use of material on the Website other than that set out above, please address your request to webpublishing@lawsociety.org.uk.

Third party websites

28. The Opportunity Foundation does not accept any liability or responsibility for any third party websites that can be accessed through the Website or for any loss or damage that may arise from your use of them. The Opportunity Foundation does not endorse or approve the contents of any such site and these links are provided for your information only.

Uploading material to the Website

29. Whenever you make use of a feature that allows you to upload material to the Website, or to make contact with other users of the Website, 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 indemnify us for any breach of that warranty.
30. Any material you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.
31. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

32. We have the right to remove any material or posting you make on the Website if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

General

33. We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.
34. If any provision of these Conditions of use or the Notice of copyright (see below) is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions which shall remain in full force and effect.
35. The Opportunity Foundation's omission to exercise any right under these conditions of use or the notice of copyright shall not constitute a waiver of any such right unless expressly accepted by The Opportunity Foundation in writing.
36. These Conditions of use and the Notice of copyright and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The user and The Opportunity Foundation agree to submit any dispute (including any non-contractual dispute) arising out of or in connection with the use of the Website to the exclusive jurisdiction of the courts of England and Wales.
37. We may revise these Conditions of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Conditions of use may also be superseded by provisions or notices published elsewhere on the Website.

Notice of intellectual property rights

38. Except where expressly stated to the contrary, all intellectual property rights in the text, graphics, information, motifs, logos, designs and databases contained in this site including the domain names, organisation and layout of the site and the software used in relation to the site are owned by the Opportunity Foundation or its licensors.
39. The Opportunity Foundation owns a portfolio of registered and unregistered trademarks. You may not use any trademarks, service marks and/or other trade names belonging to Opportunity Foundation from time to time, without the Opportunity Foundation's prior written consent (including without limitation the Opportunity Foundation's trade

marks., all page headers, custom graphics and button icons on the site) including to imply endorsement by the Opportunity Foundation of your website and/or goods and/or services or otherwise without our prior written consent.

40. All other trade marks referred to on the site are the trade marks of their respective owners and you will require their specific authorisation should you wish to use any of the trade marks.
41. You may print or download to a computer extracts amounting to no more than six pages of this site for personal use provided in all cases that:
 - a. www.foundationopportunity.org is the acknowledged source including the reference to it and the Opportunity Foundation copyright notice featured at the bottom of the site ('Copyright 2015 Opportunity Foundation All Rights Reserved');
 - b. you do not modify the paper or digital copies of any materials you have printed off or downloaded in any way; and
 - c. you do not use any graphics, illustrations or photographs, separately from any accompanying text.
42. This permission may be revoked at any time by the Opportunity Foundation. Material displayed on the site, in whole or in part, may not otherwise be copied, reproduced, republished or incorporated in any other work or publication, whether paper or electronic media or any other form, without the Opportunity Foundation's prior written permission. Sending copies of material to clients does not constitute reference purposes and is not permitted.
43. You may not reproduce or store any part of this site in any other web site, document management system or electronic retrieval system (via screen-scraping or otherwise) without the Opportunity Foundation's prior written permission.
44. You must not use any part of the materials on this site for commercial purposes without obtaining a licence to do so from the Opportunity Foundation or its licensors. In particular you must not:
 - d. use this website as a source of material or contact data for any kind of marketing activity; or
 - e. use any information on this site to create, update, amend or verify your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists to provide any kind of commercial information service.

45. If you print off, copy or download any part of this website in breach of these terms of use, your right to use this site will cease immediately and you must, at the Opportunity Foundation's option, return or destroy any copies of the materials you have made.
46. The Opportunity Foundation will vigorously pursue any violation of its intellectual property rights that seeks to exploit its material for commercial gain or to misrepresent its stance.
47. Any rights not expressly granted in this notice are reserved.

Acceptable use policy

48. This acceptable use policy sets out the terms between you and the Opportunity Foundation under which you may access the www.foundationopportunity.org (referred to in this acceptable use policy as the Website). This acceptable use policy applies to all users of, and visitors to, the Website.
49. Your use of the Website means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Conditions of use.

Prohibited uses

50. You may use the Website only for lawful purposes. You may not use the Website:
 - a. in any way that breaches any applicable local, national or international law or regulation
 - b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
 - c. for the purpose of harming or attempting to harm minors in any way
 - d. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
 - e. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - f. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
51. You also agree:
 - g. not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of our Conditions of use, or
 - h. not to access without authority, interfere with, damage or disrupt

- i. any part of the Website
- j. any equipment or network on which the Website is stored
- k. any software used in the provision of the Website, or
- l. any equipment or network or software owned or used by any third party.

Interactive services

52. We may from time to time provide interactive services on the Website, including, without limitation:

- a. comment spaces and forums
- b. public profiles
- c. blogs, and
- d. any other forms of user-generated content.

53. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used. Information about data gathered during any interactions is covered by our Privacy Policy.

54. We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on the Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

55. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content standards

56. These content standards apply to any and all material, which you contribute to the Website (contributions), and to any interactive services associated with them. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

57. Contributions must:

- a. be accurate (where they state facts)
- b. be genuinely held (where they state opinions)
- c. comply with applicable law in the UK and in any country from which they are posted.

58. Contributions must not:

59. contain any material which is defamatory of any person
60. contain any material which is obscene, offensive, hateful or inflammatory
61. promote sexually explicit material
62. promote violence
63. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
64. infringe any copyright, database right or trade mark of any other person
65. be likely to deceive any person
66. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
67. promote any illegal activity
68. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
69. be likely to harass, upset, embarrass, alarm or annoy any other person
70. be used to impersonate any person, or to misrepresent your identity or affiliation with any person
71. give the impression that they emanate from us, if this is not the case, or
72. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

73. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.
74. Failure to comply with this acceptable use policy constitutes a material breach of the Conditions of use upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:
 - a. immediate, temporary or permanent withdrawal of your right to use the Website
 - b. immediate, temporary or permanent removal of any posting or material uploaded by you to the Website
 - c. issue of a warning to you
 - d. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
 - e. further legal action against you, or
 - f. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
75. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

76. We may revise this acceptable use policy at any time by amending this website. You are expected to check this website from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the Website.

GENERAL

77. Any failure or delay by us to enforce any of our rights under these terms of use is not to be taken as or deemed to be a waiver of that or any other right unless we acknowledge and agree to such a waiver in writing.

78. These terms of use are not intended to be for the benefit of, and shall not be exercisable by, any person who is not a party to these terms of use under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

79. If any clause or part of a clause of these terms of use is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these terms of use. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these terms of use.

80. The warranties, exclusions and the other express provisions of these terms of use and the Privacy Policy set out the full extent of our obligations and liabilities concerning its subject matter and supersede any previous agreements between the parties relating thereto.

JURISDICTION AND APPLICABLE LAW

81. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.