



forCrohns buddy scheme Terms and Conditions

'forCrohns buddy scheme' is conducted and administered by forCrohns ('the Company') whose details are given in the terms below. Please read this membership agreement carefully as it governs your use of forCrohns buddies scheme' and use of the Web Site and limits the liability of the Company to you.

By clicking 'I accept' at the end of the registration screen and accessing the Web Site (the 'Service') you are agreeing to the legally binding Terms that appear below.

The Terms that follow are the legal terms of your use of forCrohns buddy scheme'. By submitting your details into the forCrohns buddy application form, you are offering to become a Member subject to the Terms below which offer the Company may then accept.

IMPORTANT INFORMATION

(A) In addition to the promises and limitations on the Company set out at clause 5 of the Terms below, it shall be an important part of our membership agreement that the Company will not be responsible for the consequences of any reliance, by you or any other person (having access to such information through you):

(i) on any medical advice or medical opinion, statement of fact or purported statement of fact that causes damage, injury or distress to any person, whether such information is obtained directly by virtue of your membership of forCrohns buddy system' or not;

(ii) on the accuracy or appropriateness of any medical opinion, advice or information, including information about treatment practices, drugs, or hospital regimes and practices appearing on the Web Site.

TERMS

1. Definitions and Interpretation

'Acceptance'	means the acceptance by the Company of your Membership subject to these terms;
'Content'	means all images, text, designs, symbols or information in whatever format which is accessible on the Web Site but Content does not include Member's Information;
'Data'	means any Personal Data as defined by and controlled by the Data Protection Act 1998;
'Material'	means any information, Data or any other material in any form made available to the Company by use of your ID, including such information, Data or other material as may be contained in a Member Application;
'Member Application'	means the application for Membership of forCrohns buddy system when made in the approved or prescribed form and including all the information provided therein;
'Member's Information'	means any images, text, designs, symbols or information (including Data) of any nature which is contained in any Member Application or is made available by any User to the Company;

'Members'	means all those persons who have been accepted by the Company to become a member of forCrohns buddy system and the term 'Membership' shall be construed accordingly;
'Permission'	means an authority to disclose Material;
'Subscription Fee'	shall be the sum of £0 or such sum as notified on the Web Site from time to time;
'Web Site'	means all those internet pages available through the cancerbuddiesnetwork.org domain name;
'Writing'	means written, printed, typewritten, lithographed or expressed in any other mode (including, without limitation, electronic communication) representing or reproducing words, or partly one and partly another.

1.2 Construction

References to 'you' and 'your' are to you as an individual.

2. Membership

2.1 The Web Site is provided by forCrohns (the 'Company'). Membership is open only to those persons capable at law of making a binding agreement subject to the terms contained in this Agreement.

2.2 You acknowledge that you have provided the Company with accurate and complete information in the Application for Membership and that it is your responsibility to update the Company with any changes to that information (including your email address). You acknowledge that all information related to your age and other details in the application form are accurate.

2.3 Each Member Application shall only be an application for a single individual Member, the Member being that person whose details are included in the Application for Membership. By sending to us the information contained in the Application for Membership, you promise to the Company that you are the person identified in the Application.

2.4 The Company reserves the right, at its discretion, to make changes to any part of the Web Site and any of the Benefits of Membership even if such changes do materially reduce the content or functionality of the Web Site.

3. Company's Power with Regards to Material

3.1 You are responsible for ensuring that all correspondence between you and your matched buddy following the match being issued by the forCrohns buddy system:

3.1.1 does not infringe the intellectual property or other rights of any person or body corporate and is not capable of such infringement;

3.1.2 does not contain anything which may amount to a criminal offence, or which is in breach of any contract or is capable of giving rise to an action in tort by any party;

3.1.3 is not offensive, threatening, abusive, discriminatory, obscene, pornographic, false, libelous, defamatory, untruthful or which may mislead any person;

3.1.4 does not bring the Company into disrepute, and is not likely or capable of bringing the Company into disrepute;

3.1.5 does not breach your promises made at IMPORTANT INFORMATION (B) above, and you agree to indemnify and hold harmless the Company against any losses, damages, penalties, interest, costs or expenses.

3.2 You acknowledge and agree that, if the Company so determines, it may withdraw or prevent the publishing of any Member's Information or part of any Member's Information which appears to the Company to be in breach of the promises you make in clause 3.1. You further agree that, where the Company does exercise its power under this clause, the Company shall have no liability to you or any person who has created or forwarded the Member Information.