

#### TERMS OF WEBSITE AND ACCEPTABLE USE POLICY

#### This policy is effective from 1 January 2021

#### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

## Terms of website use

This terms of website use and acceptable use policy (together with the documents referred to in it) tells you what are the permitted uses and prohibited uses and the general terms of use on which you may make use of the Archbishop of York's web site ("our site").

Use of our site includes accessing, browsing, or registering to use our site. Please ensure you have read and understood to this policy. We recommend that you print a copy of this for future reference. If you do not agree to this policy, you must not use our site.

## Information about us

Our site is operated by the Archbishop of York's office in his corporate capacity located at Bishopthorpe Palace, Bishopthorpe, York, YO23 2GE.

We are registered with the Information Commissioner, registration number Z4888418.

If you would like more information about the Archbishop of York please go to the following website for more information www.archbishopofyork.org

### Other applicable terms

Our **Privacy and Cookie Policy**, also applies to your use of our site and sets out the terms on which we process any personal data we collect from you, or that you provide to us, with details about the cookies used by our site. By using our site, you consent to processing of your personal

data and you warrant that all data provided by you in respect of any data you provide is accurate and where necessary will be amended and kept

up to date. In addition you warrant where you have supplied personal data of third parties that you have their consent and that you will similarly

ensure the personal data you have provided is accurate and kept up to date.

## Changes to these terms

We 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 we Page 2

made, as they are binding on you.

### Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### Accessing our site

Every effort is made to keep this site and any associated support up and running smoothly. However, we do not guarantee that our site, or any contents in them, will always be available, uninterrupted or that support will be available. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

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

### Your account and password

If you set a user password 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 Account at any time.

If you know or suspect that anyone other than you knows your user password, you must promptly notify us via the contact system on the web site and change your password.

# Intellectual property rights

Save where you have entered information on our site and created any rights (in which case the rights will remain with you or the owner) we are

the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by

copyright laws and treaties around the world. All such rights are reserved.

Please note that some content found on this site may be the copyright of third parties reproduced with kind permission, consent, under licence or within the acts permitted by the Copyright, Designs and Patents Act 1988.

Any third party who believes any part of this site infringes any of their rights should contact us immediately.

## Information we provide and no reliance on information

Information we provide may include, but is not limited to, help files, hints and tips, tutorials, tours, user support, fees structure, legal information, extracts (including but not limited to secular and Christian readings, poems, songs and other literature) alerts, announcements, news articles, and other general information and may be in any format. Format includes, but is not limited to text, images, photographs, audio, video and may be delivered by multiple mediums including, but not limited to an associated web site, face to face, telephone or email

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

#### User contributed information

The information you contribute must be up to date and correct at the time of contribution and you must keep it up to date and correct as required by the 4th principle of the Data Protection Act 2018. All personal information will be dealt with in accordance with the Data Protection Act 2018 and the Privacy and Cookie Policy.

Where you contribute information on any part of our site you must comply with the provisions set out in these terms and conditions.

## Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content

in it, whether express or implied.

We will not be liable to any user 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, our site; or

use of or reliance on any content displayed on our site.

We will not be 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 our site or to your downloading of any content on them, or on any website linked to them.

We assume no responsibility for the content of websites linked to our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. 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 our site, the server on which our site are stored or any server, computer or database connected to our site. You must not attack our site 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 our site will cease immediately.

### Linking to our site

You may link to our web site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. 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. You must

not establish a link to our site in any website from any website you do not have permission to link from. We reserve the right to withdraw linking

permission without notice.

## Third party links and resources in our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

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We have no control over the contents of those sites or resources. The inclusion of any links to other web sites does not imply a recommendation or endorsement of the views expressed on those web sites. You follow such links entirely at your own risk.

#### **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to cause harm in any way including to people, especially minors, animals or property..
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised material or any other form of similar solicitation (spam).

• 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.

#### You also agree:

- Save as set out in this policy not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of this policy.
- Not to access without authority, interfere with, damage or disrupt:
- any part of our site;
- · any equipment or network on which our site is stored;
- $\cdot$  any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

Suspension and termination

If, in our absolute discretion, there is any inappropriate use of our site by you we may take such action as we deem appropriate including

withdrawal of your right to use our site and if appropriate, legal proceedings.

We exclude liability for actions taken in response to inappropriate use of the site and any breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

# Accessibility

We are committed to making this site accessible to all and have included a number of features to assist with accessibility. We aim to meet the technical standards set out by the World Wide Web Consortium in their Web Content Accessibility Guidelines (WCAG) 2.0. to make this site accessible and to comply with the statutory obligations of the Equality Act 2010.

If you have any questions about accessibility please do not hesitate to contact us via the contact details provided below.

# Applicable law

Please note that this policy, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

## Contact us

To contact us, please contact us by emailing us at **office@archbishopofyork.org** or by our **Contact Us** form.

Source URL: https://www.archbishopofyork.org/terms-and-conditions

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