

# All4Science

## Terms of Use

### About us

All4Science is a trading name of All4Science, a charity registered in the UK with charity number: 1169710 and whose registered office address is Office 7, 35-37 Ludgate Hill, London EC4M 7JN. All4Science owns the websites [www.all4science.com](http://www.all4science.com), [www.all4science.de](http://www.all4science.de), [www.all4science.es](http://www.all4science.es), [www.all4science.it](http://www.all4science.it) and [www.all4science.fr](http://www.all4science.fr) (all referred to in these Terms & Conditions as the "**Website**") and its associated services. These terms and conditions ("**Terms & Conditions**") govern your use of the Website. Please read these Terms & Conditions carefully. If you do not wish to be bound by these Terms & Conditions, you should not continue to use or access the Website.

In these Terms & Conditions "we", "us" and "our" all refer to All4Science. The terms "you" or "your" refer to the user of this Website.

These Terms & Conditions may change or be updated from time to time. It remains your responsibility to access and check these Terms & Conditions wherever you access the Website. The latest version of these Terms & Conditions will govern any future usage by you of the Website.

### About the organisations featured on the Website

The Website allows relevant organisations ("**Institutions**") to raise funds for research projects in science, medicine and technology, and allows you to donate to any of the projects which are listed on the Website ("**Projects**").

Every Project featured on the Website has been vetted by All4Science, and all Institutions that have listed Projects have provided signed agreements committing to use the funds in accordance with the Project details they have provided.

Projects are listed on this Website at All4Science's discretion. However, we cannot accept responsibility for the activities of the Projects, or the ultimate use of the funds raised through this Website.

Many, but not all, of the Institutions that list Projects on the Website will be registered charities. A charity must have the appropriate authorisation, permit or licence to operate as a charity, as required by the local laws of the territory in which it operates. It will also be governed by strict rules as to the use of charitable funds.

### Donations

When you have selected a Project that you would like to donate towards, you will be asked to enter your credit card details and the amount which you wish to donate. In the description of each Project you will see that each has a donation target amount ("**Target**"). Your credit card will not be charged with the amount of your donation unless the Target is reached within the Target time period specified on the Website. If the Target is not reached within this time, the Project will not be funded through us, and your credit card will not be charged with any amount.

If the Target has been reached within the required period, and your donation has been taken from your credit card, no refund can be made.

## **Use of your donation**

Although we vet all of our Institutions and require them to sign detailed legal agreements committing to use all donations solely in accordance with the details of their Project which has been described on the Website, All4Science is not able to monitor or guarantee the use of your donations and cannot be responsible if you are dissatisfied with the Institution's use of any donation you make through the Website, or for any alleged misuse or non-use of such donations by the recipient Institution.

## **All4Science fees**

All4Science charges a small transaction fee plus credit card processing fee on every donation made on the Website. The small transaction fee is set at 5% of the amount of the donation and covers our administration of hosting and operating the All4Science Website and Charity. This charge is deducted from the amount we pass on to the Institution, you will not be charged any fee above the amount of your donation. The credit card processing fee is set at 1.4% for European Credit Cards, and 2.9% for non-European credit cards, plus 20 pence per transaction.

## **Protecting your password**

When you register with All4Science and choose a password to protect your secure account, you are responsible for maintaining the confidentiality of your password. If you become aware of any unauthorised use of your password, we recommend that you change your password immediately or contact our helpdesk at the Contact Us page.

## **Privacy**

All4Science's Privacy Policy forms part of these Terms & Conditions. By agreeing to these Terms & Conditions you also give your consent to the way we may handle your personal information under that Policy. Our Privacy Policy is available here: <https://www.all4science.com/PrivacyPolicy.pdf>.

## **User conduct**

You must at all times use the Website and its associated services in a responsible and legal manner and ensure that the content you provide does not breach any intellectual property rights of a third party or breach any right or duty owed to a third party.

In particular, you must not upload offensive, obscene, racist, defamatory, misleading or deceptive content, including photographs or images, to the Website. All4Science does not actively edit the Website but reserves the right to remove or edit any content posted on the Website or its associated services at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, offensive, obscene, racist, libellous, misleading or deceptive. If you notice any such content, please email us at [info@all4science.com](mailto:info@all4science.com).

## **Creating a Project**

All public and private individuals, organisations and Institutions are welcome to apply to list a Project on the Website (for these purposes called "**Institutions**"). We will review all applications and we will have complete discretion to allow or reject any Institution.

If you wish to list a Project, you will be asked to provide certain information. A failure to provide any requested information may result in our rejection of your Project.

If you list a Project on All4Science, you must ensure that any information you provide is true, accurate and not misleading. It is your responsibility to ensure that the content you are uploading is not copyright-protected. If it is, you must obtain the copyright owner's written consent to use it.

All4Science reserves the right to remove any pictures, photographs or copy from any Project pages, at its sole discretion and without notice if there is any question of breach of third party intellectual property rights.

Any user wishing to create a Project must:

- ensure that they have the full backing of the Institution which will carry out the Project;
- ensure that all information presented on the Website relating to the Project, the Institution or the personnel working on the Project is true, accurate and not misleading;
- provide accurate and not misleading information regarding any prior research conducted in relation to the proposed Project;
- use fair and reasonable assumptions in relation to describing any expected results from undertaking any research project;
- provide a mid-term report and final report describing all findings and results;
- agree that the final report will be published on the Website and in All4Science's annual report;
- permit the dissemination of the results to the public through publications such as journals, books, conferences, students theses etc.;
- not misrepresent its identity or affiliation with any other person or organisation;
- not disclose any confidential or proprietary information belonging to any person, entity or organisation without full consent of the owner of that information to such disclosure.

All4Science reserves the right to cancel your access to the Website and delete any Project pages without notice in the event of a breach of any of the above rules. You may also be liable for damages and claims in the event of your breach of these rules, and you agree to indemnify and hold harmless All4Science, its trustees, employees, agents and officers in relation to any claim arising due to a breach by you of any of the above rules.

You grant to All4Science, its affiliates and its partners a non-exclusive licence to use your name, logo, trademarks and any information provided to us as part of your Project listing in connection with the Website and its associated services and for promotional purposes at our discretion.

Before a Project is accepted onto the Website, you will be required to have your Institution sign our Commitment Letter, which commits your Institution to using any funds received from us solely for the purposes stated in your Project description.

Once your Target funding level has been reached (the "**Funds**"), before we transfer the Funds to you, you will be required to sign our Research Contract, which will specify how the Funds will be used.

You agree that we shall be entitled to deduct our administration fee of 5%, plus any additional bank or credit card processing fees, from the total amount of the Funds before transferring the balance to you.

## **Links**

The Website may contain links to the websites of the Institutions or of the Projects listed. Inclusion of a link to another website does not imply endorsement of its content or opinions. Your relationship and any transactions with other organisations through their websites or otherwise are your own responsibility.

## **Trademarks**

The name All4Science and the All4Science logo and the services listed on this Website belong to All4Science and may not be used in connection with any product, service or entity that is not explicitly authorised by All4Science, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit All4Science. Other trademarks, service marks or logos that appear on the Website or its associated services, in particular (but not exclusively) those of Institutions listed on our Website, are the property of their respective owners and may be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of the trademark owner.

## **Copyright**

All content on the Website and its associated services is owned by All4Science, our listed Institutions, or other original providers, and is protected by the applicable intellectual property and proprietary rights and laws. You may copy content for your own personal, non-commercial use (for example to share extracts from our Website through social media platforms) provided you do not alter it or remove any copyright, trade mark or other proprietary notice, and that your usage complies with any requests you may receive from any person with rights in that content.

No other use of the Website content is permitted without the express prior permission of All4Science, and, where applicable, the other copyright holders. Inquiries and permission requests may be sent to [info@all4science.com](mailto:info@all4science.com).

## **Changes to the service**

All4Science will make every effort to ensure that the Website is available at all times, but reserves the right to modify, suspend or discontinue all or any part of the Website or the services offered by All4Science at any time with or without notice.

## **Failure to comply with these Terms & Conditions**

In the event that you commit a breach of these Terms & Conditions, All4Science reserves the right at its sole discretion to immediately and without notice suspend or permanently deny your access to all or part of the Website and associated services.

## **Disclaimer and Limitation of Liability**

All4Science does not, and nothing in these Terms & Conditions shall act to, exclude or limit All4Science's liability for death or personal injury resulting from its negligence, fraud or any other liability which may not by applicable law be excluded or limited.

You agree that your use of the Website and its associated services is on an "as is" basis and that your use of the Website and its associated services is at your own risk. Except for legal rights which cannot

be excluded by law, All4Science does not provide any other conditions, guarantees, warranties or terms in relation to the Website or its services, to the extent permissible by law.

We shall only be liable under these Terms & Conditions for losses which are reasonably foreseeable and caused by our breach of these Terms & Conditions. Our total liability to you arising under or in connection with these Terms & Conditions, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the amount of the donation you have made through the Website.

Any liability All4Science may have to you shall not include losses relating to any business of yours or your own losses such as lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, loss of or waste of management or other staff time.

All4Science may change the format and content of the Website and its associated services from time to time. You should check regularly to ensure you are aware of the most up to date version of these Terms & Conditions.

### **Third party rights**

A person who is not a party to these Terms & Conditions has no right to enforce any term of these Terms & Conditions.

### **Governing law**

These Terms & Conditions and any dispute arising out of or in connection with your use of the Website or our services are governed by English law, and you irrevocably agree to the exclusive jurisdiction of the courts of England & Wales in relation to any dispute arising.