

# **SCM Website Terms & Conditions**

Thank you for visiting our website.

If you continue to browse and use this website, you agree to comply with and be bound by the terms and conditions of use below which, together with our Data Protection & Privacy Policy, govern Southampton City Mission's relationship with you as a user of our website. If you disagree with any part of these terms and conditions, please do not use our website.

These terms and conditions may be updated by us from time to time without notice, so you should review these terms and conditions periodically for changes.

## 1) The Purpose of our Website

Through our website we aim to provide a reliable and up to date source of information about our charity and to provide an online referral system for SCM Basics Bank to Registered Users acting for registered Referral Agents.

We want you to have a good experience of visiting our website; to make full use of it and the information we offer for your own benefit; for you to provide information found on our site to others who might benefit from them; and to engage with us.

However, we need to ensure that our site is not abused or unfairly exploited, which is why we place certain conditions on your use of it.

#### 2) Definitions

"site", "website" refers to <a href="http://www.southamptoncitymission.co.uk">http://www.southamptoncitymission.co.uk</a> which is our main charity website; and for Registered Users only <a href="mailto:scmclientdb.appspot.com">scmclientdb.appspot.com</a> and <a href="mailto:scmclientdb.regngo.com">scmclientdb.regngo.com</a> which host our online referral system.

"We", "us", "our" = Southampton City Mission (shortened to SCM).

"Content" = Text, documents, pages, images, videos and any other content on our sites.

"Registered Referral Agent" = an organisation which has registered with us to refer service users to the Basics Bank project

"Registered User" = an employee or volunteer working for a Registered Referral Agent who is authorised to use our Basics Bank online referral system.

#### 3) What our sites should not be used for

You agree not to use our sites:

- a) to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from our site except where expressly permitted in writing;
- b) in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these terms;
- to upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- d) to upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation:
- e) to upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- f) in any way that might infringe third party rights or that might bring SCM into disrepute; and
- g) if you are not a Registered User for a Referral Agent or you are not authorised to use our site on behalf of a Referral Agent you should refrain from accessing the password protected pages of our site.

### 4) Basics Bank Online Referral System

Access to this part of our site requires you to register and provide certain information about yourself and your organisation. The registration processes on our site will involve you being allocated with a unique username and password that gives you access to your account. Please read and abide by the following additional terms of use for this part of our site.

### 4.1 Referral Agents' and Registered Users' responsibilities

The Referral Agent and its Registered User(s) will be fully responsible for all activities that occur under the Registered Users' accounts and passwords and the Referral Agent and the Registered User agree:

- a) to provide true, accurate, current and complete information about yourself and your organisation when registering (such information being the "Registration Data");
- b) to let us know of any subsequent changes to the Registration Data so that it can be kept true, accurate, current and complete;
- c) that only the Registered User will use their Username and Password to access their account;
- d) to maintain the confidentiality of your username and password at all times;
- e) to provide true, accurate, current and complete information about Service Users;
- to make Service Users aware that you will pass their personal information to us and that it
  will be stored and processed on servers managed by our third-party providers and in
  accordance with our Data Protection and Privacy Policy (we provide a pop-up notification
  on the system to remind you of this responsibility);
- g) to maintain the confidentiality of any details provided to you by us via our site;
- h) to process all personal data of Service Users in accordance with relevant data protection legislation;
- i) to immediately notify us of any unauthorised use of the Registered User's Username and Password or any other breach of security;
- j) that the Registered User will log out of their account at the end of each session;
- k) to inform SCM if you are leaving your organisation by emailing office @southamptoncitymission.co.uk; and
- that both the Registered User and the Referral Agent will be jointly liable under these Terms and Conditions for all liabilities of the Registered User.

# 4.2 SCM and failure to comply with Clause 4.1

SCM cannot and will not be liable for any loss or damage arising from the Registered User's or Referral Agent's failure to comply with the obligations under the above Clause **4.1**.

### 5) Site Access & Safety

We try to ensure full and uninterrupted access to our website, however parts or all of our site may become restricted or inaccessible at any time and without notice. We take no responsibility for and will not be liable for our website being temporarily unavailable due to technical issues beyond our control.

Whilst we aim to ensure our site is free from viruses and malware, no warranties or guarantees are given that this is always the case and users are responsible for ensuring that they have installed adequate protection on their devices. SCM shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of our site or any hardware on which it is hosted.

We also try to keep the content of our website up to date and accurate. However, neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and services found or offered on this website for any particular purpose. You acknowledge that such information and services may from time to time contain inaccuracies or errors and we exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Any reliance you place on the information on our website is therefore at your own risk.

## 6) Copyright

Our website contains content (including text, images, videos, logos, design and technical aspects) which is owned by or licensed to SCM. Content on public areas of this site may only be downloaded and used for personal and charitable purposes and in accordance with relevant laws. The use of content found on this site for commercial purposes is strictly prohibited unless prior written consent is obtained from SCM.

### 7) Privacy policy & Use of Cookies

Any information transferred by you to us via this website will be held and processed in accordance with our <u>Data Protection and Privacy Policy</u>.

#### Cookies

Cookies are small text files that are placed on your computer by websites that you visit. They are used to make websites work, or work more efficiently, as well as to provide information to the owners of the site. When you use our website, you'll see a message informing you about our use of cookies. Here are a list of the cookies our website uses and their purpose:

Cookie	Owner	Purpose
NID	Google	Managing preferences. A browser sends this cookie with requests to Google's sites. The NID cookie contains a unique ID Google uses to remember your preferences and other information, such as your preferred language (e.g. English), how many search results you wish to have shown per page (e.g. 10 or 20), and whether or not you wish to have Google's SafeSearch filter turned on.  Loss of the information stored in a preference cookie may make
		the website experience less functional but should not prevent it from working.
eucookielaw	SCM	Allows a user to accept or manage use of cookies on the website.

Additional Cookies used by site hosting our Online Referral System			
user:	SCM	stores the access level (Referral Agent, Admin, etc.) of the user logging in, but no other details are stored. The Cookie expires when the browsing session ends.	
authtoken:	SCM	a token used by the back-end server to authenticate that requests coming from the browser are from a real user. The token is generated by the server when the user first logs in. It expires after 20 minutes of inactivity or when the user logs out. This prevents unauthorised users from trying to access data on the server.	
_cfduid	Cloudflare	used to identify individual clients behind a shared IP address and apply security settings on a per-client basis. The cookie allows Cloudflare to identify clients. It does not correspond to any user ID in our web application and does not store any personally identifiable information.	

Most web browsers allow some control of cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit <a href="https://www.aboutcookies.org">www.aboutcookies.org</a> or <a href="https://www.aboutcookies.org">www.allaboutcookies.org</a>.

To opt out of being tracked by Google Analytics across all websites visit <a href="http://tools.google.com/dlpage/gaoptout">http://tools.google.com/dlpage/gaoptout</a>

### 8) External links on and links to our website

Some pages on this website have links to external websites and/or other web resources which you may find helpful. The content of any external websites and/or other web resources is the responsibility of the owner of the linked to website or web resource - we take no responsibility for the contents, services or products advertised on any external website linked to in this way.

We welcome links to our website - including 'deep linking' by which we mean that you may include a link to a specific page that is not the Home Page – where it may be beneficial for users of other websites or resources to have access to the information we provide.

You may not display the contents of our website (or any page from it) independently of the website or allow it to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our consent.

Last updated: September 2019