

GiveNKind.org Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "User", "You" and "Your" refers to you, the person accessing this website and accepting GiveNKind's terms and conditions. "Users" refers to those individuals accessing the GiveNKind.org website. "GiveNKind.org", "Ourselves", "We" and "Us", refers to GiveNKind. "Party", "Parties", or "Us", refers to both the User and ourselves, or either the User or ourselves. "Website" or "site" refer to GiveNKind.org. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorized representatives within GiveNKind use any information collected from Users on a limited basis. We constantly review our systems and data to ensure the best possible service to Users. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Confidentiality

User records are regarded as confidential and therefore will not be divulged to any third party, other than those Users accessing GiveNKind.org for view of public information. GiveNKind will release User information if required to do so by its authorities. Users have the right to request sight of, and copies of any and all User Records we keep, on the proviso that we are given reasonable notice of such a request. Users are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Users with appropriate written information, handouts or copies of records.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by GiveNKind will only be in connection with the furtherance of its intended services.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, GiveNKind:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised GiveNKind of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

GiveNKind further excludes liability for death or personal injury caused by its negligence. Additionally, the above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer should be affected.

Termination of Agreements and Refunds Policy

Both the User and GiveNKind have the right to terminate any use of the website and its services therewith for any reason. No refunds shall be offered due to the termination of the GiveNKind.org website. However, any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

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You may not create a link to any page of this website without prior written consent of GiveNKind. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of GiveNKind.org by linking to it.

Links from this website

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Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation which is due to an event beyond the control of such party including, but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

General

The laws of Illinois and the United States govern these Terms and Conditions. By accessing this website you consent to these terms and conditions and to the exclusive jurisdiction of the courts of the United States in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of GiveNKind to enforce any of the provisions set out in these Terms and Conditions, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions, or the right thereafter to enforce each and every

provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of GiveNKind.

Notification of Changes

GiveNKind reserves the right to change these conditions. Your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the User and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.