

These Terms and Conditions (**T&Cs**) govern your use of the GivingBack.tech platform (the **Platform**) as a donor of electrical and electronic equipment. By posting equipment for donation on the Platform, you agree that you have read and will comply with these T&Cs.

## 1. Who we are

We are Together For Cinema CIC t/a **GivingBack.tech**: incorporated in England and Wales under company number 14689594 and registered at 1 Kings Avenue, London, N21 3NA (referred to in these T&Cs as **we, us and our**).

## 2. Application of these T&Cs

- 2.1. These T&Cs apply to donors of electrical and electronic equipment (**Equipment**) on the Platform (referred to in these T&Cs as **you, your** and, where applicable to you, **Donor**).
- 2.2. These T&Cs govern the legally binding relationship between you and us in respect of any listing of Equipment for donation that you submit on the Platform (a **Listing**) to the exclusion of any other terms and conditions.

## 3. Our role

- 3.1. We operate the Platform and act as an online intermediary that connects Donors and registered charities, not-for-profit organisations or other verified beneficiary organisations that express interest in receiving Equipment from Donors via the Platform (a **Beneficiary**).
- 3.2. You acknowledge and agree that we:
  - (a) do not take title to, handle, store, transport, refurbish, service or otherwise deal in any capacity or manner with any Equipment,
  - (b) do not inspect, verify or endorse any Beneficiary, Equipment or Listing, and
  - (c) are not a party to any contract that may arise in respect of the donation or otherwise between any Donor and Beneficiary.

## 4. Becoming a Donor

- 4.1. You may apply to be a Donor at [givingback.tech/apply-to-be-a-donor/](https://givingback.tech/apply-to-be-a-donor/) and completing the application form. Once completed, you may create a Listing.
- 4.2. You may only create a Listing if you are acting or operating in the course of a business, profession or trade. You may not create a Listing if you are a consumer or otherwise not acting or operating for or on behalf of a business.

## 5. The relationship between Donor and Beneficiary

- 5.1. Any contract that may arise in respect of any aspect of the donation or the Equipment is between you and the Beneficiary directly.
- 5.2. You acknowledge and agree that all risk of loss or damage to Equipment transfers on delivery directly to the Beneficiary (or as otherwise agreed between you and the Beneficiary) and will not at any time transfer to us.
- 5.3. You acknowledge and agree that you and the Beneficiary are solely responsible for resolving any disputes between you and the Beneficiary, including claims for non-delivery, misrepresentation, defects or damages.

## 6. Your obligations

- 6.1. You warrant that you have full authority to donate the Equipment.
- 6.2. Before sending or making available for collection any Equipment, you will:
  - (a) remove all personal, confidential and business data from the Equipment, and
  - (b) comply with applicable health, safety, environmental, export and data protection laws.

- 6.3. You will provide an accurate and comprehensive Listing for the Equipment, including condition and any known defects. False, misleading or fraudulent Listings will be removed without notice.
- 6.4. In respect of all Listings, you will:
- (a) donate quality Equipment in good working order to the Beneficiary,
  - (b) use best endeavours to follow our process for Listing,
  - (c) cover any delivery costs for the donation of the Equipment to the Beneficiary, and you will liaise with the Beneficiary regarding delivery logistics and schedule where appropriate, and
  - (d) liaise with the Beneficiary as to what can or cannot be featured on any website/social media in respect of the donation.

## 7. Use of the Platform

- 7.1. You may only use the Platform to create a Listing and for communicating with us as anticipated by these T&Cs.
- 7.2. In connection with using or accessing the Platform, you will not:
- (a) post, list or upload objectively inappropriate Equipment or content,
  - (b) donate hazardous, illegal, stolen, counterfeit, banned or unsafe Equipment,
  - (c) misrepresent the nature, origin, condition, value or safety of Equipment,
  - (d) circumvent any Beneficiary's regulatory obligations,
  - (e) breach or circumvent any laws, third-party rights or our systems or policies,
  - (f) use the Platform if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using the Platform,
  - (g) fail to provide any Equipment that is subject to a Listing, or
  - (h) post false, inaccurate, misleading, defamatory, or libellous content.

## 8. Availability of the Platform

- 8.1. We will use reasonable endeavours to ensure the Platform is available at all times. However, we cannot guarantee that the Platform or any individual function or feature of it will always be available or error free. The Platform may be unavailable during periods when we are implementing upgrades to, or carrying out essential maintenance on, the Platform or the servers or networks used to make the Platform available.
- 8.2. We provide the Platform on an 'as is' basis and make no representations as to the quality, completeness or accuracy of any content made available on the Platform.
- 8.3. We reserve the right to take some or all of the Platform offline without notice as reasonably required for routine and emergency maintenance or repairs.
- 8.4. Any communication using the internet may be affected by events outside our reasonable control.

## 9. Suspension and termination

- 9.1. Without limiting other remedies, we may limit, suspend, or terminate your access to and use of the Platform if:
- (a) we reasonably believe that you are creating problems or possible legal liabilities for us or other users of the Platform,
  - (b) we reasonably believe that such restrictions will improve the security of the Platform or reduce our exposure to financial liabilities,
  - (c) we reasonably believe that you are infringing the rights of third parties, or

(d) you are in breach of these T&Cs.

## 10. Indemnity and liability

- 10.1. You will indemnify us in full and on demand for any losses we suffer or incur as a result of or in connection with:
- (a) your breach of any representation, warranty or obligation under these T&Cs,
  - (b) any claim by a Beneficiary, third party, regulator or authority to the extent arising from: (i) inaccurate, incomplete or misleading information provided by you in relation to any Listing or Equipment, (ii) your failure to comply with applicable laws or regulations in relation to the Equipment, or (iii) defects, safety issues or non-compliance existing at the time the Equipment is Listed.
- 10.2. Nothing in these T&Cs operates or seeks to exclude or limit liability that cannot be excluded or limited by applicable law. All exclusions and limitations of liability in these T&Cs will be subject always to this section 10.2.
- 10.3. We exclude all liability to Donors arising out of or in connection with the use of the Platform to the fullest extent permitted by applicable law.
- 10.4. We exclude all liability for any loss, damage, death, injury, defect, data loss, contamination or environmental harm arising from the Equipment or its transfer, except to the extent caused by our negligence.
- 10.5. We make no warranties regarding the Platform's uptime, security, performance, compliance with any particular standards or the suitability of any Beneficiary.

## 11. Intellectual property rights

You grant us a non-exclusive, worldwide, royalty-free and sublicensable licence to host, reproduce, display and publish any content, data or information (including any registered or unregistered intellectual property rights) you provide to us in connection with a Listing. The licence is granted for the period in which the Listing remains live.

## 12. Processing of personal data

- 12.1. We will process any personal data you provide to us in accordance with our privacy policy located at [givingback.tech/privacy/](https://givingback.tech/privacy/).
- 12.2. We and you may share with each other the following types of personal data collected in connection with the Platform (**shared personal data**):
- (a) names, addresses and contact details of Beneficiaries,
  - (b) information about requests for Equipment, and
  - (c) information about Beneficiary queries and complaints.
- 12.3. We and you will only process shared personal data which is received from the other for the following purposes:
- (a) fulfilling donations,
  - (b) dealing with queries and complaints from Beneficiaries, and
  - (c) operating the Platform and complying with these T&Cs.
- 12.4. We and you will comply with all obligations imposed on a controller under UK data protection law. We and you will:
- (a) ensure all necessary notices, consents and lawful bases are in place to enable lawful transfer of shared personal data to the other, as well as to their employees and the entities they use in connection with these T&Cs (**permitted recipients**),

- (b) give full information to any data subject whose personal data may be processed under these T&Cs about the nature of such processing,
- (c) not disclose or allow access to shared personal data to anyone other than permitted recipients,
- (d) ensure all permitted recipients are subject to written contractual obligations concerning shared personal data which are no less demanding than those imposed by these T&Cs,
- (e) ensure that appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, and
- (f) not transfer any shared personal data received outside the UK.

### 13. General

- 13.1. If any provision of these T&Cs is held to be unenforceable, such provision will be struck out and will not affect the enforceability of the remaining provisions.
- 13.2. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 13.3. We may amend these T&Cs at any time. All amended T&Cs will automatically be effective as soon as they are uploaded on to the Platform. Your continued access to and use of the Platform will constitute your acceptance of the updated T&Cs.
- 13.4. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these T&Cs.
- 13.5. No third party who is not a party to these T&Cs will have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of these T&Cs.
- 13.6. These T&Cs and all policies posted on the Platform are the entire agreement between you and us, and they supersede all prior understandings and agreements between you and us.
- 13.7. These T&Cs and your access to and use of the Platform will be governed by the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs and your access to and use of the Platform.