

These Terms and Conditions (**T&Cs**) govern your use of the GivingBack.tech platform (the **Platform**) as a beneficiary of donated electrical and electronic equipment. By registering to receive donated equipment 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 charities, not-for-profit organisations and other verified organisations that register for receipt of donated electrical and electronic equipment (**Equipment**) on the Platform (referred to in these T&Cs as **you, your** and, where applicable to you, **Beneficiary**).
- 2.2. These T&Cs apply to your registration and use of the Platform. Please read these T&Cs before you place a request for Equipment on the Platform as they set out important information regarding both your and our rights and obligations. Please note that you must agree to these T&Cs upon registration to the Platform.
- 2.3. The Platform and Equipment listed on the Platform are intended for charitable and not-for-profit organisations only. You must not attempt to receive any Equipment via the Platform if you are a company or other for-profit organisation or a consumer.

3. Our role

- 3.1. We operate the Platform and act as an online intermediary that connects Beneficiaries with companies that donate Equipment via the Platform (**Donors**).
- 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 Donor, Equipment or listing of available Equipment, 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. The relationship between Donor and Beneficiary

- 4.1. Any contract that may arise in respect of any aspect of the donation or the Equipment is between you and the Donor directly. You acknowledge
- 4.2. You acknowledge and agree that all risk of loss or damage to Equipment transfers on delivery directly to you (or as otherwise agreed between you and the Donor) and will not at any time transfer to us.
- 4.3. You acknowledge and agree that you and the Donor are solely responsible for resolving any disputes between you and the Donor, including claims for non-delivery, misrepresentation, defects or damages.
- 4.4. We cannot guarantee the existence, quality or safety of any Equipment listed on the Platform, nor can we guarantee the accuracy or truthfulness of any details provided by a Donor on the Platform. We also cannot guarantee performance of a Donor's obligations in respect of any request for Equipment made by you.
- 4.5. Please note that Donors may have additional policies and terms that apply to a donation of Equipment. Please ensure that you read such policies and terms of the Donor from which you are receiving Equipment. You are responsible for complying with any policies and terms of a Donor, and we are not liable to you if a donation is not completed due to your failure to comply with such policies and terms.

5. Use of the Platform

- 5.1. You may only use the Platform to place requests for donation of Equipment and for communicating with us as anticipated by these T&Cs.
- 5.2. In connection with using or accessing the Platform, you will not:

- (a) breach or circumvent any laws, third-party rights or our systems or policies,
- (b) use the Platform if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using the Platform, or
- (c) post false, inaccurate, misleading, defamatory, or libellous content.

6. Becoming a Beneficiary and donation requests

- 6.1. If you wish to apply to be a Beneficiary, you will need to go to: givingback.tech/apply-to-be-a-beneficiary/, and complete the application form. We will be informed of your application and, once verified by us, you will be able to make donation requests on the Platform.
- 6.2. Please check your donation request carefully and correct any errors before you place it.
- 6.3. If your request is not accepted for any reason, we will notify you using the details you provided when you placed the request or registered to use the Platform. We and the Donor reserve the right to reject any request to receive donated Equipment for any reason.

7. Availability of the Platform

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. Any communication using the internet may be affected by events outside our reasonable control.

8. Suspension and termination

- 8.1. 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.

9. Liability

- 9.1. 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 9.1.
- 9.2. We exclude all liability to Beneficiaries arising out of or in connection with the use of the Platform to the fullest extent permitted by applicable law.
- 9.3. 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.
- 9.4. We make no warranties regarding the Platform's uptime, security, performance, compliance with any particular standards or the suitability of any Donor.

10. Processing of personal data

- 10.1. We will process any personal data you provide to us in accordance with our privacy policy located at givingback.tech/privacy/.
- 10.2. 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 Donors,
 - (b) information about your requests to receive donated Equipment, and
 - (c) information about Donor queries and complaints.
- 10.3. 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 Donors, and
 - (c) operating the Platform and complying with these T&Cs.
- 10.4. 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.

11. General

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these T&Cs.
- 11.5. 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.
- 11.6. 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.

11.7. 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.