

WEBSITE TERMS OF USE

Last updated: March 2025

1 WELCOME TO TORTUREID

- 1.1 Welcome to the TortureID website at <https://tortureid.org/> ("**Website**").
- 1.2 The Website is operated by TortureID ("**we**", "**us**", "**our**"). Our registered office is 19 Church Avenue, Meanwood, Leeds, United Kingdom, LS6 4JX. We are a charity and our registered charity number is 1204023.
- 1.3 Access to and use of our website is subject to the terms and conditions set out on this page ("**Terms of Use**"), as well as our Privacy Notice.
- 1.4 By accessing our Website, you agree to our Terms of Use. If you have any questions about them, please contact us using the contact details at the end of these Terms of Use.

2 OUR TERMS OF USE

- 2.1 Please ensure that you have read and understood our Terms of Use and our Privacy Notice. We recommend that you save and/or print a copy for future reference.
- 2.2 From time to time, we may vary our Terms of Use. The revised Terms of Use will be available on our website. Please check back regularly to ensure you are aware of any variations we may make. If you continue to use our website after we make any changes, you will be deemed to have accepted any variations to our Terms of Use. If you do not agree to such variations, we ask you not to use our website. These Terms of Use were last updated on the date stated at the top of this page.

3 ACCURACY AND AVAILABILITY OF OUR WEBSITE

- 3.1 We do our best to make sure that our website is accurate, up-to-date and free from bugs, but we cannot promise that it will be and you are responsible for putting in place your own internet security and safety measures.
- 3.2 Our website is provided free of charge and has not been developed to meet your specific requirements. We cannot promise that it will be fit or suitable for your specific purposes.
- 3.3 Materials posted on our website are provided for general information purposes only and to inform you about us and our news, features and services. This information is not intended as any form of advice and should not be relied on as such. Any reliance that you may place on the information on this Website is at your own risk.
- 3.4 Access to our Website is permitted on a temporary basis and we reserve the right to suspend or terminate access to any part of it at any time without notice.
- 3.5 We update our website regularly and reserve the right to add, remove and otherwise change the Website and/or its content at any time without notice.

4 ACCESS TO OUR WEBSITE

- 4.1 You are responsible for making all arrangements necessary to access our website (and for any costs of doing so). In particular, you are responsible for ensuring that your computer and/or portable device is compatible with our website.
- 4.2 You are responsible for ensuring that all persons accessing the Website through your internet connection are aware of these Terms of Use.
- 4.3 Our website is intended for use only by those who can access it from within the United Kingdom. If you choose to access our website from locations outside the United Kingdom, you are responsible for compliance with local laws.

- 4.4 We want you and others to enjoy using our website. When doing so, we ask that you observe the following rules:
- (a) you are not permitted to use, or cause others to use, any automated system or software to extract content or data from our website for commercial purposes except where you or any applicable third party has entered into a written agreement with us that permits such activity;
 - (b) you agree not to use our website for any illegal or unauthorised purpose and you agree to comply with all laws and regulations applicable to your use of our Website, including copyright and other intellectual property laws;
 - (c) you must not attempt to restrict another user of our website from using our website and you must not encourage others to breach our Terms of Use;
 - (d) you must not interfere with our website or any servers or networks connected to our Website, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. You must not inject content or code or otherwise alter or interfere with the way any page of our website is rendered or displayed in a user's browser or device;
 - (e) you must not change, modify or alter our website or change, modify or alter another website so as to inaccurately imply an association with our website or with us; and
 - (f) you must not access our website via a means we have not authorised in writing in advance, including automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies).
- 4.5 If you breach any of our Terms of Use, or any of the other terms and policies referred to in our Terms of Use, your ability to access and use our website may be terminated by us immediately, where possible by giving written notice to you using the contact details you provide to us.

5 YOUR PRIVACY

- 5.1 The privacy of your personal information is important to us. Any personal information that you provide to us will be dealt with in accordance with our Privacy Notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

6 OUR INTELLECTUAL PROPERTY RIGHTS

- 6.1 Our Website and its contents are protected by certain rights, including registered and unregistered intellectual property rights ("**Rights**"). These Rights belong either to us or to our licensors. We and our licensors expressly reserve all Rights in and to our Website and its contents. In particular, we reserve all Rights in the name "TortureID", the "https://tortureid.org/" domain name and all related domain names, trademarks, logos, brand names and/or trading names appearing on our Website. Nothing in these Terms grants you any legal rights in our Website or its contents other than as necessary to enable you to access and use our Website in accordance with these Terms of Use. The use of any trade marks on our Website is strictly prohibited unless you have our prior written permission.
- 6.2 You may only view, print out, use, quote from and cite our Website and its contents for your own personal, non-commercial use on the condition that you give appropriate acknowledgment to us where appropriate and you do not remove our copyright or other proprietary notices.

7 OUR LIABILITY TO YOU

- 7.1 We will not be liable for any loss that is not caused by us or that was caused by any event or circumstance beyond our reasonable control.
- 7.2 To the extent permitted by applicable law:
- (a) we shall not be liable for any indirect or consequential loss or damage of whatever nature and howsoever caused, even if we have been advised of the possibility of such damages or losses (provided that nothing in this clause 7.2(a) shall be deemed to limit or exclude our liability for direct loss or damage);
 - (b) we shall not be liable for any direct or indirect loss of profits or revenue, loss of anticipated savings, loss of or damage to data or loss of goodwill (howsoever arising and including as a result of breach of contract, tort (including negligence) or statutory duty); and

- (c) our maximum aggregate liability to you in relation to your use of our Website or any matter arising under or in connection with these Terms of Use shall not exceed £50.

8 YOUR LIABILITY TO US

Any use by you of the Website or its contents in a manner not expressly permitted by our Terms of Use may mean that you are infringing our Rights and/or the Rights of our licensors. We and our licensors reserve all rights and remedies available in respect of any such infringement.

9 LINKING TO OUR WEBSITE

- 9.1 You may link to any page of our website, provided that you do so for non-commercial purposes and in a way that is fair and legal and which does not damage our reputation or take advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. We reserve the right to withdraw linking permission at any time and without notice.
- 9.2 You must not link to our website in such a way as to suggest any form of association, approval or endorsement on our part where none exists and you must not remove, obscure or modify in any way any advertisements, copyright notice, or other information on our website. Our website must not be framed on any other website.

10 THIRD PARTY WEBSITES & SERVICES

- 10.1 Our website may contain links to third party websites and services. If you decide to visit any third-party website or use a third party service, or purchase products from that third party, you do so at your own risk. It is your responsibility to satisfy yourself as to the reputation of such third parties and the services they offer. We are not responsible for the content, accuracy or opinions expressed on third party websites or services. Links that we make available do not imply that we are, or our website is, affiliated to or associated with such websites or services.
- 10.2 Your browsing and interaction on any other website or your use of other services, including websites and services which have a link to or from our Website, is subject to that operator's own rules and policies. In particular, third party websites will process your personal information in accordance with their own privacy notices. Please read all applicable third party policies and terms and conditions before proceeding.

11 GENERAL PROVISIONS & APPLICABLE LAW

- 11.1 You may not assign, sub-license or otherwise transfer any rights under our Terms of Use.
- 11.2 If any provision of our Terms of Use is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of our Terms of Use, which will remain in full force and effect.
- 11.3 If we fail to exercise any right or remedy under our Terms of Use, our failure does not constitute a waiver of that right or remedy. Any waiver must be in writing and signed by us.
- 11.4 The laws of England and Wales will apply to our Terms of Use and your use of our website. The courts of England and Wales will have exclusive jurisdiction over any claim relating to our Website or our Terms of Use, except that residents of Scotland and Northern Ireland may bring a claim in the courts of Scotland or Northern Ireland, respectively.

12 ENQUIRIES & COMPLAINTS

- 12.1 If you have an enquiry or complaint about our website, please contact us via email at admin@tortureid.org. We will try to answer your enquiry or resolve any complaint as soon as possible. You can also write to us at 19 Church Avenue, Meanwood, Leeds, LS6 4JX.