



Terms and Conditions MQ Foundation

1. Definitions

The following definitions shall apply to these terms and conditions:

“MQ Foundation” and **“MQF”** shall mean the public charity the MQ Foundation, a non-profit charity registered with the United States government as a tax-exempt 501c3 organization with offices located at 598 Madison Ave, 3rdFloor, New York, NY 10022. The MQ Foundation is a wholly independent partner of MQ.

“MQ: Transforming Mental Health” and/or **“MQ”** means MQ: Transforming Mental Health. MQ: Transforming Mental Health is a registered charity in England and Wales (number 1139916) and a company limited by guarantee registered in England and Wales under number 7406055. Our registered office is at Unit B Aperture House, 6 Honduras Street, London, EC1Y 0TH.

“the Website” means any website under the ownership or control of MQ: Transforming Mental Health;

“the Material” means all of the information, data, text, graphics, images, links or computer code published on, contained in or available on the Website;

“User” means any individual, firm, company or organisation accessing this website or making an Order;

“Order” means any information shared with MQ via sign-up forms, donation forms or other information-sharing mechanisms supplied on the Website for the purposes of interacting with the charity, including but not limited the following activities: making a comment, posing a question, making a donation or registering for our mailing list.

2. Applicable terms and conditions

The Website is owned and copyrighted by MQ: Transforming Mental Health under the Creative Commons Attribution-NonCommercial 3.0 Unported License. Any use made of this site (including Orders), are subject to these terms and conditions. MQ: Transforming Mental Health reserves the right to modify or revise these terms and conditions at any time by updating the text of this page.

3. Use of the website

3.1 Use of the Website and any materials therein, is the sole responsibility of User.

The Materials contained in the Website are not written to meet any individual needs or requirements; before using any Materials or making any decisions based on Materials contained in the Website, Users are strongly advised to consult with other independent sources of information.

3.2 The MQ: Transforming Mental Health Website may contain information pertaining to the MQ Foundation including provisions for making a tax-deductible donation in the United States.

3.3 The MQ: Transforming Mental Health Website may contain links to websites operated by parties other than MQ (Third Party Websites); MQ does not control these sites and is not responsible for their content. Such links are provided for the User's convenience only. Links to Third Party Websites does not imply an association with the operators of these sites, nor is it an endorsement of the material or content.

Users are solely responsible for evaluating the accuracy and completeness of any information contained on the Third Party Websites, and also the value and integrity of any goods and services offered by such websites.

3.4 All Users are entitled to view any non-password protected parts of the Website and to:

- Copy, distribute and transmit the work
- Adapt the work

Under the following conditions:

- Users must attribute the work to MQ: Transforming Mental Health (but not in any way that suggests that MQ endorses the user or the users work).
- Users may not use this work for commercial purposes

4. User warranty and indemnity

In accessing Materials in this Website, the User warrants to MQ: Transforming Mental Health that it will not use the Website, the Material or any part thereof for any purpose that is in contravention of any applicable law or regulation, where ever the User is based. The User further warrants that s/he will not infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any defamatory, obscene, threatening, abusive or hateful manner whilst using this Website or the Materials contained therein. The User shall indemnify MQ: Transforming Mental Health, its employees and agents, and the MQ Foundation and its employees and agents harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against MQ: Transforming Mental Health, its employees and agents or the MQ Foundation and its employees and agents as a result of the use by the User of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

5. Copyright and trade marks

5.1 Materials copyright is owned by MQ: Transforming Mental Health or its content suppliers. Use of the Materials is subject to the terms of the Creative Commons Attribution-NonCommercial 3.0 Unported License. Any other use, without the written consent of MQ is prohibited.

5.2 The names and logos of MQ: Transforming Mental Health are Trademarked. These names, logos and any related product and service names, designs marks and slogans are the trade names, service marks or trade marks of MQ: Transforming Mental Health and may not be used without prior consent.

5.3 Database rights for all works in the nature of databases are the property of MQ, MQF or their content suppliers.

6. Disclaimer

The website is intended to provide general information only and, as such, should not be considered as a substitute for professional advice covering any specific situation. Whilst MQ: Transforming Mental Health has taken every precaution in compiling this Website site, it does not represent or warrant that the Materials accessible via the Website are accurate, complete or correct. Neither MQ, MQF nor any contributors can be held responsible for any action (or inaction) taken by any person or organization as a result of Material accessed through our Website. MQ: Transforming Mental Health and MQF make no warranties and as far as permissible by law, accepts no liability whatsoever with respect to any use which is made of the information or Materials provided on the site.

7. Limitation of liability

MQ: Transforming Mental Health and the MQ Foundation hereby disclaims all warranties and conditions with regard to the Material and any goods or services supplied in relation to the Website, whether express or implied or statutory. In no event shall MQ: Transforming Mental Health or its partner, the MQ Foundation be liable for any indirect, punitive, special, incidental, or consequential damages whatsoever, even if MQ: Transforming Mental Health or MQF have been advised of the possibility of damages including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the Website, interruptions or delays to the Website, the provision of or failure to provide services, or for any information, Material, Orders or other goods and services obtained through the Website or otherwise arising out of the use of the Website, whether based on contract, tort or otherwise to the fullest extent permitted by law.

8. Privacy and data protection

See our **Privacy and Data Protection Policy** for more information on this topic.

9. Encryption

Whilst MQ: Transforming Mental Health and its partners use encryption security software in areas where Order details are accepted, the security of information and payments transmitted via the Internet cannot be guaranteed. Users are solely responsible for any Order or information transmitted by means of e-mail or other Internet links and any losses incurred or sustained during such transmissions.

10. Viruses

Whilst MQ: Transforming Mental Health makes all reasonable attempts to exclude viruses from the website it cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. It is strongly recommended that Users take all appropriate safeguards before downloading information or Material from the Website.

11. Force majeure

MQ: Transforming Mental Health and the MQ Foundation accept no responsibility and shall not be held liable for any loss or damage which may be suffered by Users or other parties due to any cause beyond its reasonable control including, and without limitation any act of God, fire, storm, flood, lightening, disease, strike, trade dispute, act of terrorism, any act or omission of government or regulatory bodies or communications operators.

12. General

12.1 These terms and conditions constitute the entire agreement between MQ: Transforming Mental Health, the MQ Foundation and the User and supercede all other (prior or contemporaneous) communications and proposals, whether electronic or written, between the User and MQ: Transforming Mental Health or between the User and the MQ Foundation.

12. 2 If any provision(s) of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

12.3 Any failure of MQ: Transforming Mental Health to exercise or enforce any of its rights under these terms and conditions shall not be deemed a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement or any such rights.

13. Jurisdiction

Use of the Website and these terms and conditions shall be governed by the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the Website and/or any transactions made on the Website, or these terms and conditions.

Donations made to the MQ Foundation via this website, are independent of the UK and fall under the jurisdiction of the laws of the State of New York and the Unites States.