

USER AGREEMENT

Last updated: 27 April 2018

This Website is operated on behalf of Frontline First ©, Company Number 10479376, registered in the United Kingdom. When you visit the Website, your visit and any disputes are subject to the User Agreement (“Agreement”). Do not use the Website unless you wish to be bound by this Agreement. Browsing the Website will constitute immediate acceptance of the User Agreement in full, so if you do not accept the Agreement either in whole or in part, you should stop using the Website immediately. You further acknowledge and agree that in the event you breach the Agreement you will indemnify and keep indemnified the abovementioned parties against any loss, damage or cause of action which may accrue to those parties. By accessing this Website, you acknowledge that the data is legally protected.

Frontline First reserves the right to vary, update or modify the User Agreement and any changes to the Agreement will be posted on this Website and will take effect from the date of posting on the Website. Your continued use of the Website indicates your acceptance of any changes which we may make to the Agreement. The Website is for the use of those over the age of 18. Frontline First is independent of any other organisation or political group.

Throughout the User Agreement, when we refer to 'we', 'us', 'our' etc., we are referring to Frontline First. When we refer to 'you', 'user', 'users' or 'ambassadors' etc. we are referring to the user or browser of the Website. When we refer to 'Website' we refer to the Frontline First website and associated domain names (www.lindacruse.com and www.therace4good.com). When we refer to 'Service' we refer to the Website and all associated services, materials, products and contents produced by Frontline First.

Each of the provisions of this Agreement shall be construed separately and independently of the others. Headings and clause headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

Disclaimer

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provisions shall be struck out and the remaining provisions shall remain in force unless the business purpose of this Agreement is substantially frustrated, in which case it shall terminate without giving rise to further liability.

Frontline First shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not exclusively war, threat of war, riot, civil strife, embargoes, government orders, changes in the law, act of God, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, internet, website, telephone, other forms of communication, illness.

To the extent permitted by law Frontline First excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, third party damages,

compensatory, loss of profits, loss of business information and data, business interruption, wasted management time and other pecuniary loss) incurred or suffered by you arising directly, indirectly or consequently in connection with this Website and its content including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake, timeliness, inaccuracy or interrupted service, webhosting, concerning this Website, its content or associated services or due to any unavailability of part or all of the Website or any content or associated services.

To the extent permitted by law Frontline First staff, directors, employees and agents will not be liable for damages arising out of, or in connection with, arising directly or indirectly, in connection with this Website, information and materials, products and services. This limit is comprehensive and applies to damages of all kind including (without limitation) direct, indirect, compensatory, special, incidental or consequential loss or damage, third party damages, loss of profits, loss of business information and data, business interruption, wasted management time and other pecuniary loss.

In the event that any limitation or exclusion of liability in this Agreement proves ineffective, then we shall not be liable to users or others for more than GBP100 in aggregate.

Users who submit materials (including photographs, text, case studies, videos) as part of their frontline experience or other interaction with Frontline First, permit Frontline First to reproduce, modify, publish, edit, translate, distribute, perform and display the material in media/PR/advertising. Users waive any moral rights they have to the materials and should not submit any materials to Frontline First that they would not want used in this way.

Website

The services, materials, products and content found on this Website is provided 'as is'. Whilst every effort is made to ensure the accuracy, quality, fitness for purpose, security, suitability and non-infringement of the services, materials, products and content, errors can occur and legislation, practice and regulations change. Whilst we endeavour to ensure that the information contained in the Website is accurate, the material is of a general nature and not intended to be a substitute for specialist advice.

We cannot guarantee:

- That material, information or data obtained from or through this Website is complete, accurate or not an infringement of any party's intellectual or other property rights.
- That material, information and data obtained from or through this Website will meet your particular requirements.
- That your access to or use of this Website will be uninterrupted, timely or error-free or that defects in information contained on this Website will be corrected.

While we take steps to prevent misuse of the Website and systems, we cannot guarantee that the Website and server will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. Users should always use up-to-date firewall and anti-virus software to protect their equipment and data.

All users agree not to use the Website or associated service in any unlawful manner and in particular shall not:

- Defame, libel, abuse, harass, stalk, threaten or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate (post) any inappropriate, defamatory, libellous, abusive, infringing, obscene, discriminatory or otherwise unlawful material;

- Post any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
- Post any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
- Not use the contact information included in the Website for any form of unsolicited contact or approach to Frontline First partners or staff, including unsolicited direct mail or spam, promoting a business or service unless specifically requested to do so by a specific member of staff;
- Impersonate another person or entity;
- Cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired; or
- Restrict or inhibit any other user from using and enjoying the Website.

The content of this Website (except where otherwise stated) is copyright © Frontline First. This includes any text, scripts, names, applets, images and graphics and/or third parties. You may not copy, reproduce, republish, download, post, broadcast, transmit and/or make available to the public or otherwise Frontline First services, materials, products, contents, downloads, information, and documents except for your own personal use and such use should acknowledge that the material is copyright © Frontline First where appropriate. You may cache or store material from the Website for private on- or off-line browsing purposes only.

You also agree not to adapt, alter or create a derivative work from any Frontline First Website services, materials, products, content, downloads, information, and documents except for your own personal, non-commercial use. Any other use of the Frontline First Website services, materials, products, contents, downloads, information, and document requires prior written consent from Frontline First. This includes but is not limited to advertising and promotion.

This Website may contain hyperlinks to websites operated by other parties, Frontline First does not control, and is not responsible for, the privacy practices or the content of such websites. You should check with these websites to determine their privacy policies. These links are suggested for information only and our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites. Care is advised in visiting any external sites linked from this Website. No liability is accepted for any information contained on any external website. If you consider that the content of any external website linked from this Website is illegal, immoral or offensive please advise Frontline First using any of the contact methods listed. When users link to another website, the terms of use of the external linked website will apply and not the User Agreement of this Website.

The Website uses cookies (small data files) on your computer or handheld device. This is standard practice for all websites. Cookies are essential for helping us deliver a quality website and online experience for our users, and some collect information about browsing behaviour. By using and browsing the Website, you consent to cookies being used in accordance with our policy. If you do not consent, you must refrain from using the Website.

Users may not assign, transfer, or sub-contract their rights hereunder without our prior written consent. Frontline First may assign, transfer, or sub-contract all or any of our rights at any time without consent.

Privacy Policy

We are committed to protecting the privacy of anyone who uses the Website and any personal data which we obtain from users as a result of any enquiries will be processed in terms of our Privacy Policy.

We will never give your data to third parties. If you do not wish to be added to the newsletter list, you have the option to opt out on the contact us form and can unsubscribe at any time.

At Frontline First we take your privacy seriously and will only use your personal information to respond to any questions you may have and to provide the products and services you have requested from us. Your personal information will never be shared with third parties for marketing purposes and will not be used by us for marketing purposes without your explicit consent.

The data controller for Frontline First is Mary Mills-Brown. The data controller can be contacted via the Contact form: <http://www.lindacruse.com/contact-us.html> Information on the Contact Us form is received by email and is processed for the purpose of answering that enquiry.

Frontline First assumes that you do not object to being communicated with unless you have previously opted out/unsubscribed or contacted us.

We take responsibility for ensuring that proper security measures are in place to protect your information. The personally identifiable information we collect may change from time to time but can only be collected when a user voluntarily gives it to us. Any information such as email addresses and contact telephone numbers collected from the Website will be simply used for communicating with users and will not be supplied to a third party.

In the global environment of the internet, collecting and processing personal data requires the transmission of data on an international basis. Therefore, by browsing this Website and communicating electronically with us, you acknowledge and agree to our processing of personal data in this way.

If you contact us, you will be voluntarily providing us with your personal information. We may keep a record of that correspondence. If you send us personal information which identifies you via email, we may keep your email and email address. We may also collect information that is available from your browser including:

- Details of your visits to the Website including, but not limited to, traffic data, location data and other communication data.
- We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

While we have implemented encryption to ensure secure transmission of your personal information, Internet-based data transmissions may in principle have security gaps, so absolute protection may not be guaranteed. For this reason, you are always welcome to contact us via alternative means, such as by telephone. Your data will only be used for the purposes indicated when you submit the data or as detailed under this privacy policy.

We use personal information held about you in the following ways:

- To update and enhance our records.
- To compile information relating to your use of our Services/Website.
- To ensure the content from the Website is presented in the most effective manner for you and your computer.
- To carry out our obligations arising from any agreement entered into between you and us to provide you with the information and services that you request from us.

- Correspondence inviting you to participate in research studies and/or market research activities or events.

We will not transfer any of your data to any third parties without your consent or unless indicated in this privacy policy or agreed by you on a form on the Website or sent to you by Frontline First staff.

We may disclose your personal information to third parties without obtaining further consent from you including:

- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our User Agreement and other agreements; or to protect our rights, property, or safety of our employees, our users or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- Disclosure of any information is deemed appropriate by us to satisfy any applicable law, regulation, legal process, police request or government request.

The data that we collect from you will be stored at a destination inside the European Economic Area. By submitting your personal data to us, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy and the Data Protection Act.

Your Rights

In accordance with UK and European law under the General Data Protection Regulation (GDPR), you have numerous rights in regard to the personal data we hold about you, including:

- Right to confirmation – you have the right to know if we hold personal data that concerns you.
- Right to access – you have the right to view and to obtain a copy of any personal data we hold that concerns you.
- Right to rectification – you have the right to the correction of any inaccuracies within the personal data we hold that concerns you.
- Right to erasure – you have the right to have your personal data removed from our systems.

Should you wish to exercise any of these rights, please contact me using the contact page on this website. You can find out more about your rights under the GDPR here: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

Your statutory rights are not affected.

Jurisdiction: The User Agreement is governed by English law.

This Website and its contents are the exclusive property of Frontline First © All rights reserved.

We will be happy to answer any questions which you may have regarding this Agreement. You can contact us by completing the contact form or any of the other contact methods listed on the [contact](#) page (LINK) of our Website.

Please contact us and let us know if you are aware of any inaccuracies, and steps will be taken to correct them.

Frontline First