

# Terms of Use - Grant Funders

**These Terms of Use are recognised to form your contractual agreement inclusive of Terms and Conditions, Non-disclosure, Non-circumvention and Non-competition and make up part of the contractual terms associated with theGFSI.**

## Notes to Recipient

It is your responsibility to read, understand and acknowledge details within this document as well as all supplementary documents and information provided by The Company. Registration at any stage and use of this service is recognised to be an acknowledgement and of acceptance of terms, standards, limitations and guidelines.

*This Agreement is by and between:*

**Davidsons Grace Ltd trading as the Grant Funding Source International (theGFSI)**, English registered Corporation whose address is Suite 7, Westfield House, Prospect Road, Crook, County Durham. DL15 8JL hereinafter "The Company"

and

You

hereinafter "Funder", "Confidant" "You" individually and collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the your organisation or entity.

## Index

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Definitions and Interpretation</li> <li>2. Introduction to             <ol style="list-style-type: none"> <li>i. Service</li> <li>ii. Our Website</li> <li>iii. Purpose</li> </ol> </li> <li>3. Publicity</li> <li>4. Account Integrity             <ol style="list-style-type: none"> <li>i. Facilitators and Funders' Due Diligence</li> <li>ii. Obligation of Non-Competition</li> <li>iii. Information provided by Facilitators and Funders</li> </ol> </li> <li>5. Your Registration             <ol style="list-style-type: none"> <li>i. Instructions for Completing Registration</li> <li>ii. About Your Organisation</li> <li>iii. Authorised persons</li> <li>iv. Use of Service</li> <li>v. Access</li> <li>vi. Your right to Cancel</li> <li>vii. Registration Period, Renewal and Review</li> </ol> </li> <li>6. Grant Funding Source International's Right to Reject Registrations</li> <li>7. Amendments to the Registration Process and/or Terms and Conditions and Standards of this Contract</li> <li>8. Suspension or Termination</li> <li>9. Content             <ol style="list-style-type: none"> <li>i. Content Submission</li> <li>ii. Content Ownership</li> <li>iii. Content Monitoring</li> <li>iv. Uploading material to our website</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>10. Non-Circumvention</li> <li>11. Non-Canvassing</li> <li>12. Disclaimer</li> <li>13. Customer Complaints</li> <li>14. Privacy</li> <li>15. Events outside our control</li> <li>16. Copyright and Intellectual Properties</li> <li>17. Obligation of Confidentiality             <ol style="list-style-type: none"> <li>i. Confidential Information</li> <li>ii. Notification of Infringement</li> <li>iii. No Representations</li> <li>iv. Obligation of Confidentiality</li> </ol> </li> <li>18. Conflicts of Interest</li> <li>19. Reasonably Foreseeable Losses</li> <li>20. Severability</li> <li>21. Waiver</li> <li>22. Jurisdiction</li> <li>23. Governing Law</li> <li>24. Term</li> <li>25. General Notices</li> <li>26. Miscellaneous</li> <li>27. Mutuality</li> <li>28. Entirety of Terms of Use and Updates</li> </ol> |
|---|--|

## Definitions and Interpretation

**"Content Standards"** recognised to stipulate standards and acceptable wording and imagery meeting these Terms of Use.

**"Contributions"** are recognised as information provided and detailed regarding those promoting services, funding and products associated with user's experience of this service.

**"Members"** recognised as those who access this service provision benefitting from centralised information and signposting.

**"Registration" or "Registrant"** is recognised to be at any point of the registration process whether completed or not.

**"The Company"** recognised as Davidsons Grace Ltd trading as "the Grant Funding Source International (theGFSI)", also referred to as, We

**"The Confidant"** is identified to be You encompassing association as above.

**"The Service"** is identified to be services, options and tools within the Online Website service <https://www.thegfsi.com/>

**"The Marks"** recognised to be any recognising factor associated individually to The Company including copyright, intellectual properties, brands, logos, design, service provision where copyright is associated.

**"You"** is identified as individually or collectively, and on behalf of any/all/other affiliated companies, members of any consortium or approved agents and official representatives of the Registrants but not limited to. You also referred to as Third Party, Registrant, Service Provider, Facilitators and/or Funders being identified to be those who register and receive approval confirmation to promote their services and products using this service.

**"You"** is identified to be a Service Provider/Facilitator providing services associated with business support, advice and consultancy, Tax considerations and practices as well as sources of finance and investment for economic and social development, growth and diversification but not limited to.

**"You"** is identified to be professional bodies providing information detailing grant funding.

## 2. Introduction to The Service

Grant Funding Source International is an Online Intelligent Directory Service. The portal can be found at <https://www.thegfsi.com> The Company is a private organisation designed to support the private, public and third sector as well as individuals to access relevant information associated with grant funding, business support, advice and consultancy, Tax considerations and practices as well as sources of finance and investment for economic and social development, growth and diversification across all industries internationally.

To benefit from this service You register Your business with The Company online using the provision in place. Once the approval stage has been completed will you be advised if you are approved to use the service or not. If approved, You will be given access to promote Your services and or provision as well as publicising one newsletter per month via a web link. News will be promoted as per The service within the news pages and The Company social media accounts.

If you are not approved The Company maintains the right not to provide additional information for their decision. The management of information and use of The Service is designed to support equality in that the collaborative provision of activities support economic, environmental and social responsibilities recognising parameters set out within the Official Journal of European Union (OJEU) Rules and Guidelines where applicable.

This process is identified to support safeguarding of Members and maintaining standards that association with The Service is maintained in meeting high standards of activity. Terms of Use detail the service available to you, your mandatory obligations, requirements and limitations associated with the use of The Service and those of The Company further ensuring the provision of the professional service meeting the culture and ethos associated with The Company.

Associated activities include but are not limited to:

- Provision and management of relevant information associated with the goals of this service being to promote and create awareness of grant funding, business support, advice and consultancy, accountancy considerations and practices as well as sources of finance and investment for business, economic and social development, growth and diversification including access to industry specialists.
- This service is designed to support all industries at various levels of establishment and pre-establishment.
- Source and secure agreements with professionals and service providers with a common interest. The common interests are to include supporting development and growth locally, nationally and internationally to improve quality of life through various activities including developing skills, knowledge and awareness.
- The overall goal is to make a difference whilst improving quality of life reducing and removing barriers.
- The Company has ambitions to develop a network of international professional service providers that one

centralised point of contact is available to all registered members.

Selection by Members will solely be dependent upon their selection preference within this service provision. No recommendation will be provided by The Company.

#### **Our website – The Service**

Use of the Service available to you and any service associated constitutes acceptance of these Terms of Use.

#### **Purpose**

You acknowledge and commit provide timely, accurate, relevant information

You acknowledge and agree to the Terms of Use being inclusive of non-disclosure, non-competition, and non-circumvention agreement but not limited to.

You will operate as a supplier of information which will involve the sharing of confidential information regarding certain new and useful design processes and facilities, trade secrets and business entity formation associated with this service.

In connection with this arrangement it may be necessary and/or desirable for The Company to provide You with, or allow access to, proprietary, technical, or business data, and/or other confidential information of The Company, collectively Confidential Information. Therefore, You individually and or on behalf of those represented, agrees to, under an obligation of confidentiality. The Company believes, You hereby agree, that The Company's Confidential Information has significant commercial value that would be diminished by unauthorised disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to Your willingness to operate adhering and honouring the confidentiality of The Company's operations.

You agree not to use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document.

Each signing party shall be held responsible and liable in case of a breach of these Terms of Use both in their professional and personal capacity, being responsible for liability individually and/or collectively, and on behalf of any/all/other affiliated companies, members of any consortium or approved agents and official representatives of but not limited to.

#### **3. Publicity**

You will not undertake (or permit to be undertaken) at any time:

Whether at this stage, during and or upon completion of registration of this service and in the entirety of the duration of this agreement and thereafter, any publicity activity with any section of the media in relation to The Company and or the service provided other than with the prior written agreement The Company.

Such agreement shall extend to the content of any publicity. The word 'media' in the context of this agreement includes, but is not limited to radio, television, newspapers, trade and specialist press, the Internet, social media and email accessible by the Public and or recipients not detailed within this Agreement.

#### **4. Account Integrity**

##### **Facilitators and Funders' Due Diligence**

Unless otherwise clearly indicated by The Company, The Company we will assume that You have satisfied yourself that sufficient information is available to meet the requirements

and standards required in this Terms of Use, and that the registration will not be conditional on the supply of further information after the registration is completed. The Company will not be liable for any omission or assumption on which You rely when submitting the registration.

#### **Obligation of Non-Competition**

The non-competition provisions of this Terms of Use are an essential, by which You agree it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

#### **Information provided by You**

If, at any time during this process up until the point of being issued with log in details to populate this service provision, there are any changes to the information you have provided including any changes to the composition of a relevant consortium, or changes in the underlying ownership or legal standing, you must advise The Company in writing as soon as practicable, and in any event within 14 days of the occurrence of the material change or within 14 days of having received notice, providing full details of the change.

The Company maintains the right to revisit the selection and/or evaluation of You on the basis of any material change that has occurred, and it may exclude You, if necessary, as a result of that process. Final determination of whether or not any change is material is at The Company's discretion.

As part of the registration process you will need to create an account, including a username and password. It is your responsibility to ensure that the information you provide is accurate and not misleading.

You cannot create an account or username and password:

- using the names and information of another person
- using words that are the trademarks or the property of another party
- inappropriate terms
- in any other way inappropriate.

You are responsible for maintaining your own username and password via our website.

You will ensure that you store your username and password securely and that the details required to access your account are not provided or shared with another other party.

You are responsible for the maintenance of your account and any actions taken within it. If You are aware or suspect that your username and password have become known to a third party, you must inform us immediately.

In order to commit to the Terms of Use of The Company you must be 18 years of age or older. The Company retains the right to refuse any request made by You. Confirmation of approval of your registration we be confirmed by email at which point your username and password will be provided.

As a result of using this service, The Company is not acting as an agent or principal and any activity between Members and You, the third party will be subject to the terms of sale and operations supplied at the time of engagement.

When registering You undertake that all details provided are true and accurate, that you are authorised to update and provide relevant information meeting with these Terms of Use.

## 5. Your Registration

### Instructions for completing the registration process

When You register, You are registering as a named user of The Service associated with this Terms of Use. You will be given access to update and provide information promoting Your services and products where applicable.

You will detail relevant information identifying grant funding information and facilitator services.

The Company will provide access to the Service on the basis that:

- You will not do anything which would assist anyone who is not a registered to gain access to the service and the portal.
- You comply with the Terms of Use set out and any associated literature.

All registration requests will be dealt with within 48 hours of receipt.

When You complete your registration you will automatically receive a confirmation email from The Company to confirm receipt of your application. Your registration constitutes an application to access The Service.

Upon approval You will receive an email to confirm the approval.

You will then receive an email detailing your username and password to be used to access to The Service.

You will be emailed using the email provided during the registration process.

We reserve the right to delay or refuse registration where details cannot be verified or where fraud is suspected.

If we are unable to reasonably ascertain these details or resolve these issues, your registration will be declined.

All responses and correspondence must be in English. You must not include any tables, images, charts, logos or other graphics unless explicitly permitted or required to do so by the instructions of a particular section.

No other documents, appendices or information (including policies or general marketing literature) can be submitted.

The Company would consider the following to be disqualifications to a registration (without limitation):

- Anything in the registration giving The Company reasonable grounds to believe that the registration does not constitute an unconditional offer to The Company that remains valid for a minimum period of 90 days from the completion of the registration.
- Anything within the registration giving The Company reasonable grounds to believe any reservations indicated in the registration.
- Anything elsewhere within the registration giving The Company reasonable grounds to believe either of the following:
  - Any of the activities will be carried out in a manner that is inconsistent with the express requirement of this Terms of Use.
  - Any of the activities will be carried out on terms which are different to those contained in this Terms of Use.
  - Any signatures must be made by a person who is authorised to sign the contract on behalf of the registered body. The Company will assume any signatory is properly authorised, without making further inquiry.

### About Your Organisation

Use this section as a guide to complete the Registration. For the purpose of The Service, you are identified as a Facilitator or Grant Funder whether you are an individual, company, charity, public body or other organisation including organisations in consortiums, partnerships or other arrangements that completes and submits details in meeting with The Terms of Use.

Familiarise yourself with the requirements of The Terms of Use, in particular, the mandatory requirements. The Company welcomes registrations from all entities operating within economic and environment development providing professional services. Please clarify relations and management structures where applicable.

Read the definitions and instructions carefully to determine information needed to complete your registration. Additional guidance and clarification can be obtained by emailing

[fundmanagers@thegfsi.com](mailto:fundmanagers@thegfsi.com)

### Business Entities

Sole Registering Organisations If you are a sole organisation you may intend to use subcontractors, consultants or other partner organisations to deliver against the requirements of this service provision, you do not need to identify them in your registration. Your organisation will be liable to The Company for the use and access to this service provision using log in details as specified in this Contract.

### Consortia, Partnerships and Joint Ventures

If You are a consortium working in partnership with another organisation or organisations, with the intention that all named bodies will be jointly provided access to this service provision, you will be jointly and severally liable to The Company for maintaining standards meeting this Contract, regardless of the individual user. It is the responsibility of the registered Facilitators and Funders to sort out their respective proportions of liability should a situation occur. You must inform The Company of any withdrawal of members of the consortium, partnership or joint venture during or subsequent to the registration period that relevant registration information and access to provision of the service is managed effectively and efficiently.

### Authorised persons

To ensure quality of data and management of levels of responsibility, it is mandatory that each user is registered. Each user will be issued with bespoke Log in details specific to them. Each user must maintain their allocated Log in details.

By registering individuals you are authorising this person to access, populate, amend and issue information as well as newsletters and data to be promoted within The Company's service provision.

Each user must be registered using their identifiable email address. Generic emails will not be accepted.

### Use of service

Registration is limited to one per person per log in details. Multiple users must register individually.

Individuals registered must be authorised to update relevant information to your business or organisation profile.

You should always check the contact information you provide is correct before creating an account.

### Access

The Company owns and operates this Website

<https://www.thegfsi.com> This document governs your

relationship with The Company and its use of the service via our Website. Access to and use of this service via <https://www.thegfsi.com> is subject to these terms, conditions and notices provided by The Company. By using the Services, you are agreeing inclusively to Terms of Use, as may be updated by us from time to time. It is your responsibility to ensure your compliance with the Terms of Use applicable. You must not attempt to gain unauthorised access to our service, servers or any server, computer or database connected to The Service. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. We may report any breach under this contract to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire Service.

#### **Virus protection**

We make every effort to check and test material at all stages of production. We advise that you use anti-virus software whenever using the internet.

We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

#### **Your right to Cancel**

All registrations will be informed (by email) that their registration is due for renewal four weeks prior to the renewal date.

If You wish to cancel your registration you must inform us in writing no less than seven days prior to the renewal date.

#### **Registration Period, Renewal and Review**

Registrations are managed annually giving You access to the services for a 12 month rolling basis.

You can at any time choose to opt out. Your existing information will remain listed within the service. A statement will be added to your details advising that you have chosen to no longer update your information.

Where your business or organisation cease to operate, information listed will be removed.

Agreeing to this Contract, You agree to be contacted to provide feedback and identify how we The Company can improve and develop this service.

Automatic renewal will be processed annually.

Automatic renewal will be processed unless you notify us that you do not wish to renew your registration.

Accepting of this Contract You agree to be contacted to provide feedback and identify how we The Company can improve and develop this service.

#### **6. The Company reserves the Right to Reject Registrations**

The Company reserves the right to reject a registration where:

- A Registration is completed incorrectly, is materially incomplete or fails to meet the Service Level Standard requirements detailed within this Terms of Use;
- The registrant (and/or a member(s) of its consortium) are unable to satisfy the terms of Article 45 of Directive 2004/18/EC and/or Regulation 23 of the Regulations applicable in England, Wales and Northern Ireland, Public Contracts (Scotland) Regulations 2015 ("the Regulations") applicable in Scotland at any stage during the process;
- The registrant contravenes any of the requirements of this Terms of Use;
- There is a material and adverse change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the registrant (and/or a member(s) of its consortium).

The Company reserves the right, at any time and at its discretion to;

- Cancel or withdraw from the registration process at any stage
- Amend, update or change the process for registration
- Not approve the registration
- The Company maintains the right to cancel your registration for any reason it sees fit.
- The Company reserve the right to reject registrations that in any way contravene the laws of any state or country in which Terms of Use is effective, in such state or country, to the extent of such a contravention of law, be deemed incomplete.

#### **7. Amendments to the Registration Process and/or Terms of Use and Standards of this Contract**

The Company is not liable for any costs or other losses resulting from the cancellation or variation of this process, nor for any costs incurred by organisations by taking part in the registration process.

#### **8. Suspension or Termination**

The Company will determine, at The Company's discretion, whether there has been a breach of the Terms of Use and Standards. Where a breach has occurred, The Company will take such action as The Company deems appropriate. Failure to comply with Terms of Use and Standards constitutes a material breach of the terms upon which You are permitted to use The Service and may result in The Company taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of Your right to use The Service;
- Immediate, temporary or permanent removal of any posting or material uploaded by You to The Service;
- Issue a warning to you;
- Legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

Further legal action against You;

- Disclosure of such information to law enforcement authorities as The Company reasonably feel is necessary.
- The Company exclude liability for actions taken in response to breaches of these Terms of Use and Standards. The responses described in these Terms of Use and Standards are not limited to, and The

Company may take any other action The Company reasonably deems appropriate.

You will not:

- Commit or encourage a criminal offence
- Transmit or distribute a virus, Trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene
- Use illegal practices to access or impact services within this The Company's site
- corrupt data;
- cause annoyance to other users;
- infringe upon the rights of any other person's proprietary rights;
- send any unsolicited advertising or promotional material, commonly referred to as "spam";
- attempt to affect the performance or functionality of any computer facilities of or accessed through this The Company's site.
- Breaching this provision will constitute a criminal offence and The Company will report any such breach to the relevant law enforcement authorities and disclose Your identity to them.

## 9. Content

### Content Submission

These Content Standards apply to any and all material which You contribute to The Service ("Contributions"), and to any interactive services associated with The Service.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held and limited (where they state opinions, opinions are to be only shared where imperative to the statement and information);
- comply with applicable law in England, Wales and Scotland and in any country or state from which they are posted.
- You must have permission from all those included i.e. named, referred to, etc. in postings/listings/information detailed to be shared within this service, prior to adding to service

Contributions must not:

- contain any material which is defamatory of any person or which is obscene, offensive, hateful or inflammatory;
- promote violent or sexually explicit material;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be false, inaccurate or likely to deceive or mislead any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from The Company, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- link directly or indirectly to or include descriptions of goods or services that are not included and therefore approved within this Terms of Use.

*All submissions and contributions will be approved by The Company's administrators before being published on The Service and/or in social media.*

### Content Ownership

Where The Service contains links to other websites and resources provided by third parties, links are provided for information only.

If You provide these links, users will leave The Service upon selection therefore choosing to leave The Service.

The Company will review third party websites as an ongoing but recognise that The Company has no control over the contents of third party websites or resources, and accept no responsibility for them or for any loss or damage that may arise from Members use of them.

The Company does not endorse or make any warranties or representations about third party websites, or any information, software or other products or materials found there, or any results that may be obtained from using them. Members are advised that to access any of the third party websites linked to The Service, they do so entirely at their own risk.

Content provided by third parties maintains ownership of that information.

Once content is registered and displayed on The Service, You agree that that information can be displayed and shared until The Company determines relevance to Members.

### Content Monitoring

The Company maintains the right in its absolute discretion, at any time and without notice to amend, remove or vary the Services and/or any page of The Service.

The Company provides The Service and its contents on an "as is" basis and makes no representations or warranties of any kind, express or implied, with respect to The Service or its operation, contents or products.

We do not represent or warrant that information available from The Service is accurate, current, or complete, and we disclaim any and all representations and warranties, including but not limited to any warranty of merchantability or fitness for a particular purpose to the full extent permitted by applicable law.

### Uploading material to The Service

Whenever utilising a feature of The Service which allows You to share material and/or information, or to make contact with other users of The Service, You will comply with the Content Standards and Terms of Use. You confirm that any such Contributions do comply with these standards, and you indemnify The Company of any liability direct or indirect.

Any material and/or information You upload to The Service will be considered non-confidential and non-proprietary. The Company maintains the right to use, copy, distribute and disclose to third parties any such material for any purpose. The Company maintains the right to disclose your identity to any third party who is claiming that any material posted or uploaded by You to The Service constitutes a violation of their intellectual property rights, breach of their confidential information or of their right to privacy.

The Company is not responsible, or liable to any third party, for the content or accuracy of any materials posted by You or any other user of The Service.

The Company maintains the right to remove any material or posting You make to The Service if, in The Company's opinion, such material does not comply with the Content Standards and Terms of Use set out.

#### **10. Non-Circumvention**

You, The Confidant hereby agrees for You, individually or collectively, and on behalf of any/all/other affiliated companies, members of any consortium or approved agents and official representatives associated but not limited to, that You will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or associated bodies of The Service introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to The Company of profits, fees or otherwise, without the specific written approval of The Company.

#### **11. Non-Canvassing**

The Company reserves the right to disqualify (without limiting the remedies The Company may seek, or the other action The Company may take) any registrant who, in connection with this Terms of Use:

- Offers any inducement, fee or reward to any member or officer of The Company or any person acting as an adviser for The Company in connection with The Service;
- Does anything which would constitute a breach of a relevant breach of the Bribery Act 2010;
- Canvasses any member or officer of The Company in connection with The Service;
- Contacts any member or officer of The Company prior to registration completion about any aspect of The Service in a manner not permitted under the Terms of Use.

#### **12. Disclaimer**

In no event shall The Company be liable to You or any other person or entity, under any theory, including negligence, for damages of any kind arising from the use of The Service, including but not limited to direct, indirect, actual, incidental, punitive, special or consequential damages, lost income, revenue or profits, lost or damaged data, or other commercial or economic loss, that result from Your use of, or inability to use, The Service, even if The Company has been advised of the possibility of such damages or such damages are foreseeable. By using The Service, you agree that this limitation will apply to all services and content available through The Service and social media associated. In the event that applicable law does not allow the limitations or exclusions of liability or damages, You agree that in no event shall The Company's total liability to You for any or all damages, losses and causes of action of any

kind exceed the amount, if any, you have paid The Company for the use of the Service and any of its associated services.

#### **13. Customer Complaints**

The Company operates a complaints handling procedure which is used to try to resolve disputes when they first arise, please contact us using the email below:

[fundmanagers@thegfsi.com](mailto:fundmanagers@thegfsi.com)

#### **14. Privacy**

The Company maintains and operates a Privacy Policy and [Cookie Policy](#). The Policies sets out how The [Company](#) uses your information. Use of The Service you consent to the processing described therein and warrant that all data provided by You is accurate.

#### **15. Events outside our control**

Commentary and other materials posted within The Service are not intended to amount to advice on which reliance should be placed. Information to be displayed within The Service should be worded as such to support this statement.

The Company therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to The Service, or by anyone who may be informed of any of its contents.

The Service contains links to other websites, which are not operated by The Company.

The Company has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from use of them. Use of the Linked Sites will be subject to the terms of use.

#### **16. Copyright and Intellectual Properties**

You have no right to use the corporate of The Company, or to use any trademark, service mark, trade, name, brand name or other product and service identification owned or used by The Company (collectively, the Marks), except as necessary for the performance of Your obligations under Terms of Use for the exclusive benefit of You or as The Company may otherwise approve in writing.

The Marks are and shall remain the property of The Company at all times, and You shall acquire no property, ownership or other interest whatsoever in the Marks by virtue of Terms of Use.

Unless prior written consent is given by The Company, You shall not alter any Mark in any way.

Upon the expiration or other termination of Terms of Use for any reason whatsoever, You shall immediately discontinue all use of the Marks, and shall immediately discontinue any and all representations, direct or implied that it is or was a representative of The Company.

You shall not register, or cause to be registered, in any jurisdiction, any of the Marks or any other trade name, trademark, service mark, word, or symbol that is identical or similar to any of the Marks.

The intellectual property rights in all software and content made available to you on or through The Service remains the property of The Company. The Company and its licensors are protected by copyright laws and treaties around the world. All such rights are reserved by The Company and its licensors. You may store, print and display the content supplied solely for your own personal use.

You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this

Website or as part of this service nor may You use any such content in connection with any business or commercial enterprise.

You may link to our home page, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on The Company's part where none exists. You must not establish a link from any website that is not owned by You.

The Service must not be framed on any other Website, nor may you create a link to any part of The Service other than the home page. The Company reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the Content Standards.

If You wish to make use of the material and/or information from The Service other than that set out above, please address your request to [fundmanagers@thegfsi.com](mailto:fundmanagers@thegfsi.com)

Disclaimer as to ownership of trade marks, images of personalities and third party copyright:

- Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured within The Service are in no way associated, linked or affiliated with The Company and you should not rely on the existence of such a connection or affiliation.
- Any trade marks/names featured on within The Service are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to The Company.
- Any material found within the pages of The Service, including text or images, may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for Your own use.
- Materials found within the website i.e. Newsletters and Email Alerts may be circulated within your organisation but must not be circulated to any person (s) not covered by the registration and acceptance of the Terms of Use.
- Permission for any other use must be obtained by your request made to [fundmanagers@thegfsi.com](mailto:fundmanagers@thegfsi.com).

All documentation supplied by The Company in relation to Terms of Use is and shall remain the property of The Company and must be returned on demand, without any copies being retained.

### 17. Obligation of Confidentiality

The Service is made available on condition that:

You shall at all times treat the information provided as confidential

Subject to the exceptions referred to below, registrants shall not disclose, copy, reproduce, distribute or pass the Terms of Use information to any other person at any time;

- You shall not use Terms of Use information for any purpose other than for the purposes of making (or deciding whether to make) a registration;
  - You shall comply with the provisions which contains restrictions on publicity activity within any section of the media or similar.
  - Where You are a consortium, You shall ensure that each member of Your consortium who receives any of the Terms of Use Information is made aware of, and comply with, the provisions of Terms of Use.
  - You may disclose, distribute or pass the Registration Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers to the bidder or the registrants' insurers) if either:-
  - This is done for the sole purpose of enabling a Registration to be made and the person receiving the Registration Information undertakes in writing to keep the Registration Information confidential on the same terms as set out in this SLA;
- Or
- The registrant obtains the prior written consent of The Company in relation to such disclosure, distribution or passing of the Registration Information.
  - The Company may disclose detailed information relating to the registration to The Company members, officers, employees, agents or advisers and they may make the registration available for inspection by advisers to The Company.
  - Nothing in this registration is, or should be construed as, a promise or representation as to the future.

This registration sets out The Company's current requirements in respect of The Service provision. In the event of any inconsistency or conflict between this registration and any communication previously issued by The Company Terms of Use will take priority over such communication to the extent of any inconsistency.

Registrants considering registering with The Company should make their own enquiries and investigations of The Company requirements beforehand.

None of The Company's members, officers, employees, agents or advisers make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the registration information or any part of it (including but not limited to loss or damage arising as a result of reliance by the registered information or any part of it).

### Confidential Information

Confidential Information shall include, and shall be deemed to include, all information conveyed by The Company to You orally, in writing, by demonstration, or by other media in respect of functionality of The Service unless otherwise confirmed.

Confidential Information is recognised to be information associated with design, function and or know-how.

Confidential Information may include, by way of example but without limitation data, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of The Company,



and information relating to transactional/interactional procedures relating to the conducting of business but not limited to buying or selling.

However, Confidential Information shall not include information, which can clearly be demonstrated to be:

- Generally known or available to the public, through no act or omission on the part of the receiving party;
- Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement;
- Independently developed by the receiving party without use of the Confidential Information
- The Confidant agrees that when receipt of any Confidential Information has occurred:
- The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided.
- The Confidant shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that The Confidant uses for its most crucial proprietary and trade secret information.
- The Confidant shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- The Company shall permit access to its Confidential Information to The Confidant's agents or employees or associated as per the registration only if such disclosure is reasonably believed to be necessary to the purposes of The Confidant evaluating, contemplating, recommending, or engaging in any program or service offered by The Company or for the purpose of entering into a business relationship with The Company, and only if said agents, employees, or associated parties as per the Registration:
- Reasonably require access to The Confidential Information for purposes approved Terms of Use, and have been apprised of Terms of Use and The Confidant's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by Terms of Use.

#### **Notification of Infringement.**

You shall immediately inform The Company in the event You become aware of any infringement of any Mark, patent, copyright or other intellectual property right of The Company. You shall, during the Term, assist The Company in taking such steps as The Company may deem necessary or appropriate to protect the Marks or The Company's patent, copyright or other intellectual property rights. Nothing herein contained, however, shall be construed as obligating The Company to commence any legal proceedings or take any other steps to protect the Marks or its patents, copyrights or other intellectual property rights.

#### **No Representations**

The Confidant understands that The Company makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant.

The Confidant agrees that neither The Company, nor any of its advisers, representatives, agents, or employees shall be held liable for utilisation of Confidential Information which results from the Confidant's use of said information.

#### **18. Conflicts of Interest**

The Company is not in a position to influence and resolve conflicts of interest.

A competing interest—often called a conflict of interest—exists when professional judgment concerning a primary interest (such as patients' welfare or the validity of research) may be influenced by a secondary interest (such as financial gain or personal rivalry).

All entries will be vetted and approved before being displayed within The Service. At this time The Company, in order to maintain a non-bias service provision, where a conflict of interest is apparent, The Company, will make recommendations for changes to be made to material, information and or literature to be shared within The Service.

Upon further evaluation The Company will decide if The Service will approve or reject.

#### **19. Reasonably Foreseeable Losses**

The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to Your use of The Service or to Your downloading of any material posted on The Service, or on any websites linked to it.

#### **20. Severability**

If it is established that You have not complied with the Terms of Use your subscription can be cancelled.

As any failure to comply with the Terms of Use is deemed a breach of trust between You and The Company; no refund or compensation monetary or otherwise will be made where a breach of the Terms of Use has been made.

#### **21. Waiver**

The material displayed within The Service is provided without any guarantees, conditions or warranties as to its accuracy or completeness. To the extent permitted by law, The Company, other members of our group of companies and associated as per the Registration, hereby expressly exclude: all conditions, warranties and other terms which might otherwise be implied by statute, law or otherwise; any liability whatsoever incurred by any user in connection with The Service or in connection with the use, inability to use, or results of the use of the Service, any websites linked and any materials posted on it, including, without limitation any liability for:

- direct, indirect or consequential loss or damage;
- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by infringement of general laws (including the omission to act in

accordance with reasonable carefulness), breach of contract or otherwise, even if foreseeable.

You agree to indemnify, defend and hold harmless The Company, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use The Service or your breach of the Terms of Service.

If you breach Terms of Use and The Company take no action, The Company will be entitled to use The Company's rights and remedies in any other situation where You breach Terms of Use.

## 22. Jurisdiction

The jurisdiction for this Agreement is global and worldwide. Should the Companies assert that a violation has occurred, You agree that The Company shall be entitled to take action to remedy the violation in the locale and/or legal jurisdiction applicable.

The UK courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to The Service although The Company retains the right to bring proceedings against You for breach of Terms of Use in your country of residence or any other relevant country.

Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The Company may decide to amend and or update at any time at which time changes will be written into Terms of use. It Your responsibility to monitor these Terms of Use being aware of standards associated and relevant to You. Continuing to use The Service after a change has been made is recognised to be Your acceptance of the changes.

You are solely responsible for the content of your transmissions through The Service. You agree to abide by all applicable laws and regulations and are solely responsible for all acts and omissions that occur under your username and password, including the content of your transmissions through The Service.

## 23. Governing Law

All documents must be prepared in the English language. This registration process and any subsequent agreements will be subject to English Law and the exclusive jurisdiction of the English courts.

## 24. Term

This Agreement shall, by mutual consent of You, remain in force and affect indefinitely from the date signed and executed by The Company, with the effective date being the date on which the final signature is affixed hereto.

## 25. General Notices

In meeting with Terms of Use The Company requires compliance with The Company Policies. Registrants are advised to satisfy themselves that they understand and accept all of the requirements of the registration before submitting their Registration.

The Company reserves the right to issue supplementary documentation at any time during the registration period to clarify any issue or amend any aspect of the Terms of Use. All such further documentation that may be issued shall be deemed to form part of the Terms of Use and shall supplement

and/or supersede any part of the Terms of Use to the extent indicated.

It is the Registrant's responsibility to ensure that the Terms of Use have been completed accurately.

## 26. Miscellaneous

The following terms shall have the following meanings:

- "Agents or employees" include the directors, officers and employees of any of the Your associates, it also includes The Confidant, any corporation, partnership, association, business trust, contractual organisation, group, or other
- Entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.
- Except for the limited right to use granted in section 3(c) herein, no right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.
- No agency or partnership relationship is created between You by Terms of Use.
- No party has an obligation under Terms of Use to purchase any service or item from any of the Registrants or to offer any service or item for sale to any of the other Registrants and that any agreement to have a business relationship between the Registrants will exist only when such agreement is in writing and duly executed by all the Registrants hereto.
- ANY and ALL additions, modifications, and waivers of Terms of Use must be made in writing and signed by all Registrants. However, the failure of a party to insist on full compliance with any provisions of Terms of Use in a particular instance shall not preclude it from requiring full compliance thereafter.
- Terms of Use is made and shall be governed and construed in accordance with the UK and EU law. The proper venue for any action arising from or in connection to the interpretation or enforcement of terms of Use shall be decided by The Company.
- If any portion of Terms of Use shall be held invalid, such
- Invalidity shall not affect the other provisions hereof, and to this extent, the provisions of Terms of Use are to be and shall be deemed severable.
- If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the Terms of Use or to recover damages or injunctive relief for breach of Terms of Use, it is agreed that the successful or prevailing Registrants shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.
- Terms of Use constitutes the entire understanding between all Registrants and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the Registrants hereto and the Confidential Information

## 27. Mutuality

To the extent that confidential information is disseminated or exchanged by Registrants, such information shall be confidential as to both The Company and The Confidant.

IN WITNESS WHEREOF, You hereto have individually and by their duly authorised representatives executed and delivered this Term of Use, to be effective as of the date first written above.

### 28. Entire Terms of Use and updates

The Terms of Use constitute the entire agreement and supersede any and all preceding and contemporaneous agreements between you and The Company.

Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by a Director of The Company.

Terms of Use will be amended and updated in meeting with developments and activity within The Company and legislation, trade and law.

### Our Contact Details

Our contact details are as follows:

Registered Office:  
the Grant Funding Source International (theGFSI)  
Suite 7, Westfield House  
Prospect Road  
Crook  
County Durham  
DL15 8JL

**Email:** [fundmanagers@thegfsi.com](mailto:fundmanagers@thegfsi.com)

**Telephone:** +44 1388 764454

**VAT registration number:** 159 2483

### PRICING SCHEDULE - to be fixed for a period of not less than 12 months.

No.	Provision	Tick where relevant	Rates
1	<b>Promote and create awareness</b> Access to add and update relevant information that benefactors of your service are able to find you.	✓	Free
2	<b>Target specific target audience</b> This service provision is designed to reach target audiences specified by you the facilitator, including geographical, demographics, industry specific etc.	✓	Free
3	<b>Listing of information, articles, funds, programmes</b> Each individual listing must be complete. Do not add hyperlinks to general pages. The purpose of this service is to limit time spent by beneficiaries evaluating large volumes of data; therefore selection of services must be specific where possible and not generic.	✓	Free
4	<b>News</b> Add news articles and links to relevant information creating further awareness. This must be issued via a hyperlink in text. Maximum number of articles you can issue are one per week.	✓	Free
6	<b>Up to date information</b> You agree to maintain information up to date and accurate to the best of your knowledge utilising expiry dates where applicable.	✓	Free
7	<b>Promote Grant Funding Source International</b> You agree to promote the use of theGFSI to other service providers and members.	✓	Free
<b>All uploads and data will be authorised before being processed to be displayed within this service provision.</b>			