



SmartyGrants UK

Terms of Use

Our Community International (15906965)

Version 2

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Accessibility:

If you need this document in an alternative accessible format, contact service@smartygrants.co.uk.

This policy applies to:

SmartyGrants UK and SmartyFile UK customers.

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1 Application of these Terms of Use

- 1.1 These terms apply to the services operated by Our Community International (Company Number 15906965) and its related entities (including its parent company, Our Community Pty Ltd ABN 24 094 608 705, collectively referred to as **we, us, our** and **SmartyGrants / SmartyFile**), including the following websites and associated subdomains (our **online services, websites**):
- (a) SmartyGrants UK including:
 - (i) SmartyGrants' public-facing websites: www.smartygrants.co.uk and smartygrants.com;
 - (ii) All SmartyGrants UK grantmaker portals (Manage Sites) and their associated public-facing applicant portals (Applicant Sites), accessible via subdomains and custom domains;
 - (iii) The SmartyGrants UK help hub at help.smartygrants.co.uk/ and applicant help at applicanthelp.smartygrants.co.uk/; and
 - (iv) The SmartyGrants learning management system (SmartySkills) at smartygrants.talentlms.com/.
 - (b) SmartyFile UK: app.smartyfile.co.uk.
- 1.2 A reference to “**you**” or “**your**” in these Terms is a reference to any person accessing or using our online services, or the company or organisation on whose behalf that individual is accessing or using our online services.

2 Your obligations

- 2.1 By accessing or using our online services you agree to be bound by the terms and conditions set out below (**Terms**) as well as the SmartyGrants UK Privacy Policy as updated from time to time and accessible through the links listed in Clause 7.1 (**Privacy Policy**). If you do not accept or agree with these Terms or our Privacy Policy, you must not use our online services.
- 2.2 We may modify these Terms from time to time. Where we make a material change to these Terms, we will give you at least 30 days' notice via email to your nominated contact or via our SmartyNews e-newsletter. Please ensure you do not unsubscribe from SmartyNews. Your continued use of our online services after the notice period constitutes acceptance of the updated Terms. For minor or technical changes (such as correcting typographical errors or updating a URL), we may update the Terms without prior notice. The current version of these Terms is always available at smartygrants.com/policies#terms-of-use.
- 2.3 By accessing and using our online services you warrant that you:
- (a) Have the power to form a binding agreement with Our Community International, either in your individual capacity or as an authorised representative of your organisation;
 - (b) Are 18 or over, or you otherwise have the consent of your parent or guardian;
 - (c) Are solely responsible for all your activities that occur on our websites;
 - (d) Only use our online services in a private and secure manner;
 - (e) Will keep secure and confidential all passwords, account names, tokens or log-in identifications required to access our online services;

- (f) Will do your best to prevent any unauthorised access to any services that require a login;
- (g) Will not hack into, tamper with, or make any unauthorised modifications to our online services, or exploit our online services to access unauthorised information;
- (h) Will not knowingly or recklessly introduce to our online services a virus, malicious code, worms, harmful software, or otherwise damage or hinder the operation of our online services, or any information contained within it;
- (i) Will not use bots or web scraping tools to access, browse or extract data from our online services;
- (j) Will not use our online services to send commercial electronic messages in contradiction of the Privacy and Electronic Communications Regulations 2003;
- (k) Will refrain from uploading onto our websites any material, or use our online services in any way, which:
 - (i) Infringes the intellectual property rights of any person;
 - (ii) Is obscene, indecent, offensive, threatening or defamatory;
 - (iii) Is false or misleading;
- (l) Will not use our online services for purposes that are unlawful or may adversely affect our reputation or interests.

3 User Content

- 3.1 When you enter or upload text, graphics, photographs, video content, or other information (collectively, **User Content**) into our online services, you grant us an irrevocable, perpetual, world-wide, royalty-free, non-exclusive licence (with the right to sub-licence) to copy, edit, distribute and display your User Content to the extent necessary for us to:
 - (a) Operate and manage our online services;
 - (b) Enable you to obtain the benefit of our online services; and
 - (c) Provide services to third parties (refer to section 6).
- 3.2 You warrant that you have the right to grant the licence in clause 3.1 and that by uploading or communicating the User Content you are not violating the intellectual property rights or moral rights of any third party.
- 3.3 In regards to User Content uploaded into SmartyGrants:
 - (a) The grantmaker retains all intellectual property rights in their User Content.
 - (b) Any licence granted to Our Community International for User Content terminates on the expiry of the agreement between Our Community International and the grantmaker.
 - (c) Information related to grant applications may be captured and managed by the grantseeker in SmartyFile in accordance with these Terms, after expiry of the agreement between Our Community International and the grantmaker.
 - (d) Refer to section 6 for additional Terms of Use for grantseekers.

4 Intellectual Property

- 4.1 Our Community International, or its licensors, owns all trademarks, logos, designs, text, graphics, images, video, information, software and sound we produce and make available through our online services, together with any goodwill or reputation and intellectual property rights subsisting in those things (our **Intellectual Property**).
- 4.2 Except as required for your proper use of the online services in accordance with these Terms, you must not copy, reproduce, transmit, display or otherwise distribute any of our Intellectual Property in whole or in part without our prior written consent, which we may give or withhold at our sole discretion.

5 Third-party websites and third-party content

- 5.1 Our online services may contain links to third-party websites.
- (a) We are not responsible for the operation or security of third-party websites.
 - (b) We do not make any representations as to the accuracy, appropriateness or usability of content shown on third-party websites.
 - (c) Links to third-party websites are provided solely for your convenience and do not indicate our endorsement of or affiliation with their services.
- 5.2 Our online services may contain information from third-party sources or public datasets (for example, business and charity registers). We make no warranties about the currency or accuracy of this information.

6 Services we provide on behalf of others

- 6.1 If you are a grantseeker using SmartyGrants:
- (a) Our Community International provides SmartyGrants through which you may submit applications and other materials (**Applications**) to grantmakers or others collecting data. We are not responsible for decisions pertaining to the outcome of Applications, nor do we have any control over the conduct of grantmakers with respect to an Application.
 - (b) We provide grantmakers with the ability to create forms using SmartyGrants. We are not responsible for the content of these forms, and make no representations about their accuracy or completeness.
 - (c) Our Community International and the relevant grantmaker(s) are separate legal entities. Your relationship with a grantmaker is subject to the grantmaker's terms and conditions (for example, its terms and conditions or policies about privacy and confidentiality), as well as these Terms and the SmartyGrants UK Privacy Policy. To the extent that there is any inconsistency between these Terms and a grantmaker's terms and conditions, these Terms prevail in regard to your relationship with us.
 - (d) In addition, any User Content that you submit to a grantmaker via SmartyGrants is subject to any terms or conditions imposed by the grantmaker (for example, terms and conditions of making an Application for a grant). Our Community International has no liability for the handling, use or disclosure of User Content by a grantmaker or its employees, agents or subcontractors (other than ourselves).

- (e) We have the right, but not the obligation, to remove from SmartyGrants any User Content that has not been submitted to a grantmaker, and that we consider to be in breach of these Terms.
 - (f) If we suspend or terminate your account access or any use of our online services under clauses 9.1 and 10.2, we are not liable for any damage or loss resulting from your inability to complete an Application or submit an Application to a grantmaker.
- 6.2 If you are a user of SmartyFile:
- (a) SmartyFile allows individuals to create and manage an organisational profile that can be used to store information and pre-fill grant applications submitted via SmartyGrants. We provide SmartyFile as a platform service; we do not control the content of individual profiles or the grant applications to which they contribute.
 - (b) SmartyFile profiles may be visible to administrators and members of SmartyFile organisations they join.
 - (c) SmartyFile users are responsible for ensuring that the information they enter into their SmartyFile profile is accurate and that they have the right to share it.
 - (d) For information about how your SmartyFile data is handled, including what happens if an organisation's SmartyGrants account closes, refer to the SmartyGrants UK Privacy Policy (see clause 7.1).

7 Privacy and confidentiality

- 7.1 If we collect, handle and disclose Personal Information, we do so in accordance with Privacy Legislation and the SmartyGrants UK Privacy Policy at: smartygrants.com/policies#privacy-policy
- 7.2 In addition, we do our best to ensure that User Content is:
- (a) Stored, transferred and disposed of according to best-practice industry guidelines;
 - (b) Not disclosed to third parties (except as set out in these Terms and the SmartyGrants UK Privacy Policy);
 - (c) Password-protected, with access only to authorised employees, officers or agents; and
 - (d) Protected from misuse, interference or loss.
- 7.3 If you provide us with any information which we know (or ought reasonably to know, given its nature or the circumstances of its disclosure to us) is confidential, we will:
- (a) Use, disclose or copy the information solely for the purposes of fulfilling our obligations under these Terms;
 - (b) Keep that information confidential and not disclose it to a third party, except as requested by you or as required by law;
 - (c) Notify you promptly if we become aware that the confidentiality of such information has been compromised or the law requires its disclosure; and
 - (d) Take all reasonable steps required to prevent or stop any such breach.

- 7.4 Our online services may include artificial intelligence (AI) features or automation. Please refer to the SmartyGrants UK Privacy Policy and our AI Transparency Statement (both available at smartygrants.com/policies) for more information on our use and governance of AI and automation features.
- 7.5 We may use your confidential information to support our sales process and respond to your enquiries.

8 Technical information and security

- 8.1 We do our best to keep information secure and minimise the introduction to our online services of viruses and bugs. However, the transmission of data over the internet is not always secure, and we do not guarantee the security of any User Content transmitted using our online services. You use our online services at your own risk. To the maximum extent permitted by law, we are not liable for any breaches of security, or loss of information.
- 8.2 It is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular security requirements.

9 User conduct

- 9.1 Our Community International has the right to suspend or terminate your account or any use of our online services where we consider you to be in breach of these Terms. We are not liable for any damage or loss resulting from the termination or suspension.
- 9.2 Where we suspend or terminate your account or access to our online services, you must not attempt to circumvent this action by registering or attempting to register on our online services under alternative username(s).

10 Modification or suspension of access

- 10.1 Our Community International reserves the right to modify or discontinue our online services at any time, without needing your consent, unless otherwise agreed.
- 10.2 We may suspend access to our online services at any time to carry out maintenance, install modifications or updates, or to fix errors. Where practicable, we do our best to publish prior notice on our websites detailing the time and duration of any downtime.

11 Warranties and disclaimers

- 11.1 Except to the extent required by law or set out in these Terms, Our Community International provides online services without any express or implied representations or warranties, and on an 'as is' basis. We do not warrant that our online services meet your requirements or that they are suitable for your purposes.
- 11.2 We do not warrant or represent that our online services are available for use at all times, uninterrupted or error-free, or free of viruses or programming bugs or interferences.
- 11.3 Our liability for a breach of any warranty that by law we cannot exclude is limited to the repair of our online services giving rise to the breach.

- 11.4 Subject to clause 11.3, we exclude all liability for any direct or indirect loss, damage, claim or expense you or another may suffer from your use of our online services (including as a result of negligence). This includes loss of profits, loss of opportunity, business interruption, loss or corruption of data or information, or damage to any computer system.
- 11.5 Under no circumstances are we liable for any action or omission of a third party in connection with your use of our online services.
- 11.6 You indemnify us, and any of our officers, directors and employees, against any loss, damage, expense, or costs we incur in connection with your breach of these Terms or of any other legal obligation, or your use of, or conduct, on our websites.

12 Other terms

- 12.1 Any failure by a party to enforce or exercise a right provided in these Terms is not a waiver of that right.
- 12.2 If a provision of these Terms is found to be invalid or unenforceable, the remaining terms still apply.
- 12.3 These Terms are governed by the law of England and Wales. You submit to the non-exclusive jurisdiction of its courts and will not object to the exercise of jurisdiction by those courts.

13 Dispute resolution

- 13.1 If you have a complaint about our services or these Terms of Use, please contact us using the contact details set out below. We will do our best to respond to your complaint within seven days of receiving it.
- 13.2 If you are unhappy with our response, you may commence proceedings in accordance with the law subject to clause 12.3.

14 How you can contact us

- 14.1 Please contact us if you have any queries about these Terms of Use. Our contact details are set out below:

- (a) Email us at service@smartygrants.co.uk
- (b) Send a letter to us at:

Customer Service, SmartyGrants UK
Our Community International
167-169 Great Portland Street, 5th Floor
London
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