Terms and Conditions

Please Read These Terms Carefully Before Using This Site

This Web site is provided by The Federation of Burial and Cremation Authorities ("FBCA") and may be used for informational purposes only. By using the Site or downloading information ("Materials") from the Site, you agree to abide by the terms and conditions set forth in this notice. If you do not agree to abide by these terms and conditions do not use the Site or download Materials from the Site.

Access to, and use of this Web site ("Site") is provided by FBCA subject to the following Terms and Conditions.

- 1. Your use constitutes acceptance of these Terms and Conditions as at the date of your first use of the Site.
- 2. FBCA reserves the rights to change these Terms and Conditions at any time by posting changes online. Your continued use of this Site after changes are posted constitutes your acceptance of this agreement as modified.
- 3. You agree to use this Site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the Site by any third party.
- 4. This Site and the information, names, images, pictures, logos regarding or relating to FBCA are provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Under no circumstances will FBCA be liable for any of the following losses or damage (whether such losses where foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of cameoonline.org.uk regardless of the form of action.
- 5. It is your responsibility to protect your computer against viruses and hackers by installing a computer anti-virus protection program and ensuring that it is regularly updated, and by validating the source of diskettes and e-mails/other attachments before opening them. We also recommend that you use a firewall to protect yourself whilst connected to the internet.
- 6. FBCA does not warrant that the functions contained in the material contained in this Site will be uninterrupted or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the Materials.
- 7. Copyright restrictions:
 - Commercial use or publication of all or any item displayed is strictly prohibited without prior authorisation from FBCA. Nothing contained herein shall be construed as conferring any licence by FBCA to use any item displayed.
 - Documents may be copied for personal use only on the condition that copyright and source indications are also copied, no modifications are made and the document is copied entirely. However, some documents and photos have been published on this Site with the permission of the relevant copyright owners (who are not FBCA). All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (the sources are indicated within these documents/photographs).
- 8. Third Party Sites
 - As a convenience to you, FBCA may provide, on this Site, links to Web sites operated by other entities. If you use these sites, you will leave this Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. FBCA makes no warranty or representation regarding, and does not endorse, any linked Web sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that FBCA or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of FBCA or any of its affiliates or subsidiaries.
- 9. FBCA takes no responsibility for the content of external Internet Sites.
- 10. External Links to the Site
 - All links to the Site must be approved in writing by FBCA, except that FBCA consents to links in which: (i) the link is a text-only link containing only the name "FBCA"; (ii) the link "points" only to www.cameoonline.org.uk and not to deeper pages; (iii) the link, when activated by a user, displays that page full-screen in a fully operable and navigable browser window and not within a "frame" on the linked website; and (iv) the appearance, position, and other aspects of the link may neither

create the false appearance that an entity or its activities or products are associated with or sponsored by FBCA nor be such as to damage or dilute the goodwill associated with the name and trademarks of FBCA or its Affiliates. FBCA reserves the right to revoke this consent to link at any time in its sole discretion.

11. Contributions to FBCA

Where you are invited to submit any contribution to FBCA (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant FBCA a perpetual, royalty-free, non-exclusive, sub-licenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in FBCA's Privacy Policy. If you do not want to grant FBCA the rights set out above, please do not submit your contribution to FBCA.

- 12. Further to paragraph 8, by submitting your contribution to FBCA, you:
 - 12.1. warrant that your contribution;
 - 12.1.1. is your own original work and that you have the right to make it available to FBCA for all the purposes specified above:
 - 12.1.2. is not defamatory; and
 - 12.1.3. does not infringe any law; and
 - 12.2. indemnify FBCA against all legal fees, damages and other expenses that may be incurred by FBCA as a result of your breach of the above warranty; and
 - 12.3. waive any moral rights in your contribution for the purposes of its submission to and publication on cameoonline.org.uk and the purposes specified above.
- 13. If you post or send offensive or inappropriate content anywhere on or to cameoonline.org.uk or otherwise engage in any disruptive behaviour on cameoonline.org.uk and the FBCA considers such behaviour to be serious and/or repeated, FBCA may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s.
- 14. Any communication or material that you transmit to, or post on, any public area of the Site including any data, questions, comments, suggestions, or the like, is, and will be treated as, nonconfidential and nonproprietary information.
- 15. If there is any conflict between these Terms and Conditions and rules and/or specific terms of use appearing on this Site relating to specific material then the latter shall prevail.
- 16. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- 17. These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 18. If these Terms and Conditions are not accepted in full, the use of this Site must be terminated immediately.

The Federation of Burial and Cremation Authorities 41 Salisbury Road, Carshalton, Surrey, SM5 3HA,