

## **Fight for Sight Grant Management System Terms and Conditions**

### **1. Terms of Service**

- 1.1. Your relationship with Fight for Sight Grant Management System (referred to collectively as the “System”) is subject to the terms of a legal agreement between you and Fight for Sight (referred to as “Fight for Sight” in this document). Fight for Sight’s principal place of business is at 18 Mansell Street, London, E1 8AA. This document explains how the agreement is made up, and sets out some of the terms of that agreement.
- 1.2. Your use of Fight for Sight’s, services and website (referred to collectively as the “Services” in this document and excluding any services provided to you by Fight for Sight under a separate written agreement) is subject to the terms of a legal agreement between you and Fight for Sight.
- 1.3. Unless otherwise agreed in writing with Fight for Sight, your agreement with them will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Terms”.
- 1.4. The Terms relate only to your use of the System. If your application to receive grant funding is successful, you will be asked to enter into a separate agreement with Fight for Sight in relation to the award of such grant funding which will be without prejudice to the Terms.

### **2. Accepting the Terms**

- 2.1. In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2. You can accept the Terms by:
  - 2.2.1. clicking to accept or agree to the Terms, where this option is made available to you by Fight for Sight in the user interface for any Service; or
  - 2.2.2. by actually using the Services. In this case, you understand and agree that Fight for Sight will treat your use of the Services as acceptance of the Terms from that point onwards.
- 2.3. You may not use the Services and may not accept the Terms if:
  - (a) you are not of legal age to form a binding contract with Fight for Sight, or
  - (b) you are a person barred from receiving the Services under the laws of England or other countries including the country in which you are resident or from which you use the Services.
- 2.4. Before you continue, you should print off or save a local copy of the Terms for your records.

### **3. Language of the Terms**

- 3.1. Where Fight for Sight has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Fight for Sight.
- 3.2. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

#### **4. Provision of the Services by Fight for Sight**

- 4.1. You acknowledge and agree that the form and nature of the Services which Fight for Sight provides may change from time to time without prior notice to you.
- 4.2. As part of this continuing innovation, you acknowledge and agree that Fight for Sight may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Fight for Sight's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Fight for Sight when you stop using the Services.
- 4.3. You acknowledge and agree that if Fight for Sight disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

#### **5. Use of the Services by you**

- 5.1. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Fight for Sight will always be accurate, correct and up to date.
- 5.2. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 5.3. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Fight for Sight, unless you have been specifically allowed to do so in a separate agreement with Fight for Sight.
- 5.4. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 5.5. Unless you have been specifically permitted to do so in a separate agreement with Fight for Sight, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

- 5.6. You agree that you are solely responsible for (and that Fight for Sight has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Fight for Sight may suffer) of any such breach.

## **6. Use of your data**

- 6.1. As part of your use of the System you will be required to provide personal data. Fight for Sight will act as the data controller in relation to such personal data and will process such personal data for the purpose of assessing your application for grant funding and, if such application is successful, for monitoring and administering such grant. Personal data will be held securely and not retained for longer than necessary.
- 6.2. Personal data and your application information may be disclosed to external reviewers who will keep such information confidential and use it only for the purposes of assessing the merits of your application.
- 6.3. Personal data may be used to compile published lists of award holders which will be publically available.
- 6.4. Personal data may be shared with the Association of Medical Research Charities which Fight for Sight is a member.
- 6.5. The details of registered users of the System will be added to our Researchers' Mailing list so we can send updates of our available funding opportunities.
- 6.6. Personal data will be used to administer the grant application process in the following ways;
  - 6.6.1. to identify peer reviewers for grant applications
  - 6.6.2. to notify users about funding opportunities by email
  - 6.6.3. to notify relevant users about application deadlines by email
  - 6.6.4. to notify users of any issues of service interruptions, holiday closures and other situations affecting the operation of the System.
  - 6.6.5. for statistical analysis of applications received to assess trends relevant to the sight loss sector
  - 6.6.6. to share with Fight for Sight's funding partners where joint funding is agreed
- 6.7. You agree to the storing and processing of your personal data for the purposes set out above.
- 6.8. Terms used in this clause shall have the meaning assigned to them in the General Data Protection Regulation 2018 as amended from time to time.

## **7. Your passwords and account security**

- 7.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- 7.2. Accordingly, you agree that you will be solely responsible to Fight for Sight for all activities that occur under your account.
- 7.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify Fight for Sight immediately.

## **8. Proprietary rights**

- 8.1. You acknowledge and agree that Fight for Sight (or Fight for Sight's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Fight for Sight and that you shall not disclose such information without Fight for Sight's prior written consent.
- 8.2. Unless you have agreed otherwise in writing with Fight for Sight, nothing in the Terms gives you a right to use any of Fight for Sight's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 8.3. If you have been given an explicit right to use any of these brand features in a separate written agreement with Fight for Sight, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms.
- 8.4. Other than the limited license set forth in Section 11, Fight for Sight acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Fight for Sight, you agree that you are responsible for protecting and enforcing those rights and that Fight for Sight has no obligation to do so on your behalf.
- 8.5. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 8.6. Unless you have been expressly authorised to do so in writing by Fight for Sight, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

## **9. Licence from Fight for Sight**

- 9.1. Fight for Sight gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by Fight for Sight as part of the Services as provided to you by Fight for Sight (referred to as the “Software” below). This licence is for the sole purpose of enabling you to use Services as provided by Fight for Sight.
- 9.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Fight for Sight, in writing.
- 9.3. Unless Fight for Sight has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## **10. Content licence from you**

- 10.1. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

## **11. Ending your relationship with Fight for Sight**

- 11.1. The Terms will continue to apply until terminated by either you or Fight for Sight as set out below.
- 11.2. If you want to terminate your legal agreement with Fight for Sight, you may do so by (a) notifying Fight for Sight at any time and (b) closing your accounts for all of the Services which you use, where Fight for Sight has made this option available to you. Your notice should be sent, in writing, to Fight for Sight’s address which is set out at the beginning of these Terms.
- 11.3. Fight for Sight may at any time, terminate its legal agreement with you if:
  - 11.3.1. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
  - 11.3.2. Fight for Sight is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
  - 11.3.3. The partner with whom Fight for Sight offered the Services to you has terminated its relationship with Fight for Sight or ceased to offer the Services to you; or
  - 11.3.4. Fight for Sight is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or
  - 11.3.5. The provision of the Services to you by Fight for Sight is, in Fight for Sight’s opinion, no longer commercially viable.

- 11.4. Nothing in this Section shall affect Fight for Sight's rights regarding provision of Services under Section 4 of the Terms.
- 11.5. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Fight for Sight have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## **12. Exclusion of Warranties**

- 12.1. The Services are provided "as is" and Fight for Sight and its licensors give you no warranty with respect to them.
- 12.2. In particular, Fight for Sight and licensors do not represent or warrant to you that:
- 12.2.1. your use of the Services will meet your requirements,
  - 12.2.2. your use of the Services will be uninterrupted, timely, secure or free from error,
  - 12.2.3. any information obtained by you as a result of your use of the Services will be accurate or reliable, and
  - 12.2.4. that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.
- 12.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.
- 12.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

## **13. Limitation of Liability**

- 13.1. Nothing in these Terms shall exclude or limit Fight for Sight's liability for losses which may not be lawfully excluded or limited by applicable law.
- 13.2. Subject to overall provision in paragraph 13.1 above, Fight for Sight and its licensors shall not be liable to you for:
- 13.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
  - 13.2.2. any loss or damage which may be incurred by you as a result of:
  - 13.2.3. any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or

- transaction between you and any advertiser or sponsor whose advertising appears on the Services;
- 13.2.4. any changes which Fight for Sight may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
  - 13.2.5. the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;
  - 13.2.6. your failure to provide Fight for Sight with accurate account information;  
your failure to keep your password or account details secure and confidential;
- 13.3. The limitations on Fight for Sight's liability to you in paragraph 13.2 above shall apply whether or not Fight for Sight has been advised of or should have been aware of the possibility of any such losses arising.

#### **14. Changes to the Terms**

- 14.1. Fight for Sight may make changes to the Terms from time to time. When these changes are made, Fight for Sight will make a new copy of the Terms available at <https://grants.fightforsight.org.uk/>.
- 14.2. You understand and agree that if you use the Services after the date on which the Terms have changed, Fight for Sight will treat your use as acceptance of the updated Terms.

#### **15. General legal terms**

- 15.1. The Terms constitute the whole legal agreement between you and Fight for Sight and govern your use of the Services (but excluding any services which Fight for Sight may provide to you under a separate written agreement), and completely replace any prior agreements between you and Fight for Sight in relation to the Services.
- 15.2. You agree that Fight for Sight may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- 15.3. You agree that if Fight for Sight does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Fight for Sight has the benefit of under any applicable law), this will not be taken to be a formal waiver of Fight for Sight's rights and that those rights or remedies will still be available to Fight for Sight.
- 15.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

15.5. The Terms, and your relationship with Fight for Sight under the Terms, shall be governed by English law. You and Fight for Sight agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Fight for Sight shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.