

Myhero Ltd

Website Terms and Conditions

Hello and welcome to the Myhero Ltd website. We are the MyHero is a UK-based fintech SME on a mission to develop an innovative platform "Hiroek" for community engagement and social empowerment that delivers new ways to create and manage donations to a wide selection of charities and makes donating more engaging and transparent.

Thank you for visiting.

These terms and conditions ("**Terms**") sets out the rules for using our Website and all our owned linked sites which you can access through visiting us at Hiroek.io ("**Website**").

About Hiroek

Hiroek.io is a website operated by Myhero Ltd, trading as Hiroek ("**Hiroek**", "**We**", "**Us**" and "**Our**"). We are a limited company registered in England and Wales with company number 13735591 and our registered office is at 10 Lanadron close Isleworth.

Please feel free to reach out to us at any time – to do so, please email office@myhero.org.uk or reach us via the contact page on our Website.

These Terms

By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Website.

Other Terms That May Apply To You

These terms of also incorporate by reference our privacy policy ("**Privacy Policy**"), and any code of conduct we have linked on our Website from time to time, which also apply to your use of our Website. Our Privacy Policy can be found on our Website.

These Terms govern visitors to our Website. More detailed terms and conditions of the service/products we provide may also be available via our Website and you will need to agree to those terms and conditions in order to fully benefit from our business offering.

Changes to these Terms

We amend these Terms from time to time. Whilst we know you can't check these Terms often, please check these Terms from time to time to ensure you understand the terms that apply to you.

Changes To Our Website

We may update and change our Website from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We May Suspend Or Withdraw Our Website

Our Website is made available to all our users and visitors for free. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Website through your internet connection comply with these Terms.

Account Details

If you choose, or you are provided with, a username, user identification code, password or any other piece of information as part of our security procedures, you must treat that information as confidential. You must not disclose it to any one else. We have the right to disable any username, user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user details or password, you must promptly notify us at office@myhero.org.uk.

Using Material on our Website

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world and all such rights are reserved to us.

You may print off a copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others (for example within your company) to content posted on our Website.

If you share content from our Website, our status (and the status of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a written and signed licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. In addition, you understand we may be entitled to take legal action against you for breach of our copyright.

Information on our Website

The content on our Website is provided for general information only. It is not intended to be advice of any kind for you to rely on. You must obtain professional or specialist advice before taking, or not taking (as the case may be), any action on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

Websites We Link To

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. Please remember we have no control over the contents of those websites or resources and you should make sure you check the terms and conditions of those websites or resources carefully as well.

Responsibility For Loss Or Damage Suffered By You

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services or products to you – these will be set out in our separate services agreement with you.

If you are a business:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it. Please note that our Website is for private use only.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our Website; or
 - use of or reliance on any content displayed on our Website.
- In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you are a consumer:

- Please note that we only provide our Website for private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will seek to repair the damage. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to have in place minimum security protections on your device.

How We May Use Your Personal Information

We will only use your personal information as set out in our Privacy Policy which can be accessed via our Website.

User-Generated Content

Our Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values. If you see anything which could in any way be deemed inappropriate or offensive, please contact us immediately to office@myhero.org.uk so that we can take appropriate action at our discretion.

Uploading Content to or via Our Website

Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must act at all times respectfully and with integrity, and must not use language, actions or content which could reasonably be deemed in the context of our Website to be inappropriate, offensive or discriminatory. Whilst there is subjectivity to what is deemed inappropriate, we reserve sole discretion to determine what is and is not appropriate on our Website, and to take action as we see fit.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you hereby grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties, including in exchange for fees.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with our minimum content standards.

You are solely responsible for securing and backing up your content.

Bugs and Viruses

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website in any way. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach 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 site will cease immediately.

Your Linking to our Website

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to require that you take down any link to our Website which is created in bad faith in any way, or is intended to damage our business or reputation, or does so unintentionally. In particular, if the other Website where our Website is linked is one that we do not wish to be associated with, then we may order you to take that link down.

If you wish to link to or make any use of content on our site other than that set out above, please contact office@myhero.org.uk.

Governing Law

If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our Brand

Our Hiroek, other brand names, logos, and other marks are the exclusive copyright and property of Myhero Ltd. You are not permitted to use them without our prior written approval.

These Terms

These Terms were generated on Legal Sidekick and form an agreement between us and visitors to our website.