

Terms of Use

Welcome to CHILDRESCUE

Welcome to CHILDRESCUE web platform. By using this web platform (the “Platform”) and services (together with the Platform, the “Services”) offered by ChildRescue project (together with its partners, agents, representatives, consultants, employees, officers, and directors — collectively, “CHILDRESCUE,” “we,” or “us”), you’re agreeing to these legally binding rules (the “Terms”). You’re also agreeing to our Privacy Policy and agreeing to follow any other rules on the Platform.

We may change these terms from time to time. If we do, we’ll let you know about any material changes, either by notifying you on the Platform or by sending you an email. New versions of the terms will never apply retroactively — we’ll tell you the exact date they go into effect. If you keep using CHILDRESCUE after a change, that means you accept the new terms.

CHILDRESCUE is for non-commercial use, and is directed towards Non-profit Organisations. The collaboration between CHILDRESCUE and an Organisation may be subject to a different set of agreed Terms of Use of the platform which takes precedence against these Terms of Use.

About Creating an Account

To use the CHILDRESCUE’s functions, you need to be a registered user under a specific Organisation (the Organisation you officially and legally work for), that is already created on the Platform. Therefore, your account should have already been created by the Organisation owner. The Organisation owner account is solely created by the CHILDRESCUE administrator after a request by the Organisation and if, and only if, the Organisation owner is properly authenticated. When you successfully login you may update your personal details and set a new password. When you do that, the information you give to the Platform has to be accurate and complete. Don’t impersonate anyone else or choose names that are offensive or that violate anyone’s rights. If you don’t follow these rules, CHILDRESCUE may cancel your account.

Basic Terms

- *You must be 18 years or older to use this application.* If necessary, we may ask you for proof of age.
- *You may not post nude, partially nude, or sexually suggestive photos.*
- *You are responsible for any activity that occurs under your screen name*
- *You are responsible for keeping your password secure.*
- *You may not use the service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.*

- You, and the Organisation you work for, are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post, and display on the CHILDRESCUE service.
- You must not modify, adapt or hack CHILDRESCUE or modify another website so as to falsely imply that it is associated with CHILDRESCUE.
- You must not crawl, scrape, or otherwise cache any content from CHILDRESCUE including but not limited to user profiles.
- You must not use web URLs in your name without prior written consent from CHILDRESCUE.
- You must not transmit any worms or viruses or any code of a destructive nature.
- You must not, in the use of CHILDRESCUE, violate any laws in your jurisdiction (including but not limited to copyright laws). Don't take any action that infringes or violates other people's rights, violates the law, or breaches any contract or legal duty you have toward anyone.

Violation of any of these agreements will result in the termination of your CHILDRESCUE account. While CHILDRESCUE prohibits such conduct and content on its site, you understand and agree that CHILDRESCUE cannot be responsible for the Content posted on its web site and you nonetheless may be exposed to such materials and that you use the CHILDRESCUE service at your own risk.

Proprietary Rights in Content on CHILDRESCUE

- CHILDRESCUE does NOT claim ANY ownership rights in the text, files, data files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you upload through the CHILDRESCUE Services. All data collected or uploaded by You belong to the respective Organisation you work for, which is the responsible Data Owner. As such, all Content is susceptible to the laws and regulations the Organisation abides with.
- When you remove Content that you created, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- You represent and warrant that: (i) your organisation owns the Content uploaded by you on or through the CHILDRESCUE Services or otherwise have the right to grant the license set forth in this section, (ii) the posting and use of Content on or through the CHILDRESCUE Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person, and (iii) the posting of your Content on the Platform does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Content you post on or through the CHILDRESCUE Services.
- The CHILDRESCUE Services contain Content of Users and other CHILDRESCUE licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the CHILDRESCUE Services.

- *CHILDRESCUE performs technical functions necessary to offer the CHILDRESCUE Services, including but not limited to transcoding and/or reformatting Content to allow its use throughout the CHILDRESCUE Services.*
- *Although the Platform and other CHILDRESCUE Services are normally available, there will be occasions when the Platform or other CHILDRESCUE Services will be interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond the control of CHILDRESCUE. Also, CHILDRESCUE will only delete Content that violates this Agreement. Deleted content may be stored by CHILDRESCUE in order to comply with certain legal obligations and is not retrievable without a valid court order. Consequently, CHILDRESCUE encourages you to maintain your own backup of your Content. CHILDRESCUE will not be liable to you for any modification, suspension, or discontinuation of the CHILDRESCUE Services, or the loss of any Content.*

We always appreciate your feedback or other suggestions about CHILDRESCUE, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

What CHILDRESCUE Doesn't Do and Isn't Responsible For

CHILDRESCUE isn't liable for any damages or losses related to your use of the Services. We don't become involved in disputes between users and any third party relating to the use of the Services. We don't oversee the performance or punctuality of Content and Analytics, and we don't endorse any Content users submit to the Platform. When you use the Services, you release CHILDRESCUE from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to such disputes and the Services. All content you access through the Services is at your own risk. You're solely responsible for any resulting damage or loss to any party.

No Fees for Individual Users

Using an account on CHILDRESCUE is free, as an individual user.

Other Websites

CHILDRESCUE may contain links to other websites. (For instance, project pages, user profiles, and comments may link to other sites.) When you access third-party websites, you do so at your own risk. We don't control or endorse those sites.

Terminating Your Account

You can request from your Organisation Owner to terminate your account at any time. Your account is then disabled, but not deleted. This action can be performed only by the Organisation Owner of your organisation. You still have the "right to be forgotten" and ask your Organisation to

delete all your personal data. Once the Organisation requests it, the ChildRescue administrator can remove the profile and all personal details completely.

Our Rights

CHILDRESCUE reserves the following rights:

- We can make changes to the CHILDRESCUE Platform and Services without notice or liability.
- We have the right to decide who's eligible to use CHILDRESCUE. We can cancel accounts or decline to offer our Services. (Especially if you're abusing them.) We can change our eligibility criteria at any time. If these things are prohibited by law where you live, then we revoke your right to use CHILDRESCUE in that jurisdiction.
- We have the right to reject, cancel, interrupt, remove, or suspend any account at any time and for any reason.
- CHILDRESCUE is not liable for any damages as a result of any of these actions, and it is our policy not to comment on the reasons for any such action.

Warranty Disclaimer

You use our Services solely at your own risk. They are provided to you "as is" and "as available" and without warranty of any kind, express or implied.

CHILDRESCUE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM CHILDRESCUE SHALL CREATE ANY WARRANTY.

Limitation of Liability

To the fullest extent permitted by law, in no event will CHILDRESCUE, its directors, partners, partners, suppliers, officers, reviewers or content providers be liable for any indirect, incidental, punitive, consequential, special, or exemplary damages of any kind, including but not limited to damages (i) resulting from your access to, use of, or inability to access or use the Services; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct of content of any third party on the Platform. In no event shall CHILDRESCUE's liability for direct damages be in excess of (in the aggregate) one hundred Euros (€100.00).

Dispute Resolution and Governing Law

We at CHILDRESCUE encourage you to contact us if you're having an issue, before resorting to the courts. In the unfortunate situation where legal action does arise, these Terms (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of Greece, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations

Convention of Controls for International Sale of Goods. You agree that CHILDRESCUE and its Services are deemed a passive website that does not give rise to jurisdiction over CHILDRESCUE or its partners, affiliates, assigns, employees, agents, directors, officers, or reviewers, either specific or general, in any jurisdiction other than Greece. You agree that any action at law or in equity arising out of or relating to these Terms, or your use or non-use of CHILDRESCUE, shall be filed only in the state or federal courts located in Greece, and you hereby consent and submit to the personal jurisdiction of these courts for the purposes of litigating any such action. You hereby irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

The Rest

These Terms and the other material referenced in them are the entire agreement between you and CHILDRESCUE with respect to the Services. They supersede all other communications and proposals (whether oral, written, or electronic) between you and CHILDRESCUE with respect to the Services and govern our future relationship. If any provision of these Terms is found to be invalid under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms otherwise will remain in full force and effect and enforceable. The failure of either you or CHILDRESCUE to exercise any right provided for in these Terms in any way won't be deemed a waiver of any other rights.

These Terms are personal to you. You can't assign them, transfer them, or sublicense them unless you get CHILDRESCUE's prior written consent. CHILDRESCUE has the right to assign, transfer, or delegate any of its rights and obligations under these Terms without your consent. CHILDRESCUE will provide you notice via email, written notice, or by conspicuously posting the notice on our Site.