

Laughter matters - Terms of use

English

1. Introduction

Laughter matters (the “Service” or “we”) is an initiative of **Red Noses Clowndoctors International** (Red Noses).

Access and usage of the Service requires acceptance of the following terms and conditions of use (the “Terms of Use”). You will not be allowed to use the Service if you disagree to the Terms of Use.

How we collect, process and store personal data is described in our privacy policy.

2. Usage intent

The Laughter matters app can be downloaded from the **Apple App Store for iOS**. The Apple App store is no service of Red Noses and therefore falls under the section of Third-Parties.

a. The service allows users to make single & monthly donations to Red Noses.

Donations can be made via **credit/debit card and Apple Pay**. By providing information related to a Payment Method, User represents, acknowledges and agrees that User: (i) is permitted to use that Payment Method; and (ii) shall be the solely responsible for any fee charged by the User’s financial institution or other payment method provider for the transaction.

We take every reasonable care to ensure that all donations and related transactions are conducted via a secure connection. However, the security of information and payments transmitted via the internet cannot be guaranteed. The User acknowledges and agrees that: (i) donations are at User’s own discretion and risk; and (ii) we have no liability whatsoever for (a) any loss the User may suffer if a third party obtains unauthorised access to any information provided by the User and (b) any act or omission by the User’s financial institution, credit card or other payment method provider, telecommunications services providers or any third party in connection with the donations to Red Noses and transactions related to it.

b. The service allows users to inform themselves about Red Noses and their projects.

c. The service updates users about their impact by showing updates of certain projects and the progress of the project. (A project is a certain cause related to Red Noses, for instance "Buying new beds for the kids")

3. Intellectual property

Red Noses's name, emblem and content are exclusive property of the Red Noses Clowndoctors brand. Unauthorised use of the Red Noses marks is prohibited.

Red Noses owns an exclusive license for the use and distribution of the Service. Unauthorised use is prohibited.

4. Copyright and License

License. As long as you comply with these Terms, we grant you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license (" License ") to download (for temporary storage only), display, view, use and/or play a single copy of the Company Materials (excluding source and object code) on any Device for your personal, non-commercial use only. The License does not give you any ownership of, or any other intellectual property interest in, any Company Materials or the Application, and you cannot otherwise use the Company Materials or the Application without our express prior written permission. All rights not expressly granted to you are reserved by us and our licensors and other third parties. *Any unauthorized use of any Company Materials or the Application for any purpose is prohibited.*

Prohibited Activities. We want to protect the Application, so you agree that you will not: (a) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Company Materials (except as may be a result of standard search engine or Internet browser usage); or (b) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the Company Materials in any way for any public or commercial purpose except as specifically permitted by these Terms. You also agree that you will: (a) keep intact all proprietary notices contained in the Company Materials; (b) not use the Company Materials in a manner that suggests an association with any of Charity's or Sponsor's products, services or brands (except as permitted by the Application); (c) make no modifications to the Company Materials; and (d) not allow or help anyone else (whether or not for your benefit)

to: (i) copy or adapt the source or object code of the Application's software, HTML, JavaScript or other programming code; or (ii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Application creates to generate its web pages or any software or other products or processes accessible through the Application.

5. Third party clause

The App may contain links to independent third party websites or other applications ("Third Party Sites"). Third Party Sites are not under our control, and you agree that we are not responsible for and do not endorse or monitor their content or privacy policies (if any). We expressly disclaim any liability for loss or damage sustained by you as a result of the accessing and use of Third Party Sites.

6. Warranties

The Service is provided "as is" and "as available", without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. We do not make any warranties or representations as to accuracy or completeness. We periodically change, improve or update the Service.

If you have any questions about this Terms of Use, please contact us via "**add your support email**"