

IWAQF.IO
TERMS OF USE

PLEASE READ THESE TERMS of USE CAREFULLY BEFORE USING THIS SITE

What are these terms?

These terms tell you the rules for using our website www.iwaqf.io (**our site**).

Who we are and how to contact us

iwaqf.io is a site owned and operated by I Waqf Ltd ("We"). We are a company registered in England & Wales registered (company number 11637157) and have our registered office at 209A Streetly Road, Erdington, Birmingham, B23 7AH. We have licenced the site, domain and software to I Waqf Charitable Trust a UK charity (registered charity number 1190896) ("the Charity") in order to collect charitable donations through our portal as the chosen charity partner.

To contact us, please email info@iwaqf.io .

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy. See further under How we may use your personal information.
- Our Acceptable Use Policy (as stated throughout this policy or as may be separately set out on our site now or in the future), sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our site.

Purpose of our site

Our site is designed to be an overview of the work of the Charity and the benefits of Waqf (or permanent endowment). As part of our website we host a portal which

allows you, the ability to create and monitor your donations to the Charity and choose particular causes to which you would like to distribute income to (which is generated on the investment of the funds by the Charity). We seek to create a platform for the creation of a permanent charitable endowment which supports good causes and projects in a range of fields now and in the future.

Donations made on the site

Any donations you make on our site are made directly to the Charity (I Waqf Charitable Trust). Subject to the requirements of applicable local laws, once your donation is made it will not be refundable unless in exceptional circumstances. The Charity will seek to claim Gift Aid on any donations you have indicated as being eligible. Gift Aid reimbursements will be treated as General Funds by the Charity. Gift Aid reimbursement will be retained by the Charity and not added to the Waqf (permanent endowment).

Any donations made on the site will be treated as Waqf funds (unless specifically marked as payable towards our General Funds and costs). These donations will be invested and upon the receipt of income the Charity will endeavour to distribute income on a regular basis to the causes you have chosen. The Charity reserves the right to limit or not distribute the income to the cause you have chosen but will only do so in circumstances where they deem that this is required, for instance if the cause has some regulatory issue or is deemed to breach our policies. In such circumstances, the Charity will make a determination of the appropriate alternative cause to which to make a donation of the income.

Unauthorised donations

When you make a donation, the transaction is final and not disputable unless unauthorised use of your payment card or other payment method is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules. Similarly, if you experience any issues of this nature when using another payment method, such as PayPal, you should contact the provider of that payment method for assistance.

We or the Charity will never email or phone you and ask you to provide all of your payment details.

Payment Processing

We utilise a third-party payment processing provider in relation to donations on our website. Any fees associated with this payment processor are currently covered by the Charity from its general funds. The Charity may in future seek the assistance of the donors in covering these costs but if they do then we will make this clear.

Causes listed on our site

Neither we nor the Charity warrants the accuracy of the information provided on our website in relation the content about third-party causes or organisations. You should check the accuracy of all information prior to relying on it.

Most causes listed on our site will receive any income generated on your donation as a general donation when we distribute income, unless specifically noted as otherwise. Neither we nor the charity represent or warrant that your donations will be used for any particular purpose and shall not be responsible for any dissatisfaction you may have regarding a cause's use of any income donation. Nor do we or the Charity warrant or agree to follow-up on the use of the donation by the causes although we may in future endeavour to provide a summary of the use of donations by causes where this is available and possible.

Please note that recipient organisations reserve the right to use the income donation they receive for their general purposes in accordance with their practices and rules. No responsibility is taken for ensuring that funds are earmarked for a particular appeal (unless specifically stated). If you want a donation to be used for a specific purpose or for a particular appeal, you should make a donation directly to the organisation or cause in question via their website or other means of payment.

Listing of a cause or organisation on our website in no way warrants that we or the Charity shall have any liability to you whatsoever for any use or misuse of income donations made to the causes. It is your sole responsibility, to ensure that the cause or causes you choose are the ones that you wish to support.

The presence of a cause or organisation on our website in no way implies we or the Charity endorse the cause or organisation or vice-versa and we are in no way responsible for the causes or organisations listed on our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

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

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, 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 site 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 site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Our site is designed for users in in the UK

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any 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 of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@iwaqf.io.

How you may use material on our site

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

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

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

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

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

User conduct

You must at all times use our site and its associated services in a responsible and legal manner and ensure that the content you provide does not breach any intellectual property rights of a third party or breach any right or duty owed to a third party.

You must not upload offensive, obscene, racist, defamatory, misleading or deceptive content, including photographs, on to our site or its associated services. We do not warrant to actively edit the site but reserve the right to remove or edit any content posted on the site or its associated services at our sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party,

offensive, obscene, racist, defamatory, misleading, deceptive or otherwise inappropriate. If you notice any such content, please email us at info@iwaqf.io .

You must not misrepresent your identity or affiliation with any other person or organization.

You must not use the site or link to the site in order to “spam” to people who do not wish to receive communications from you.

You must not use the site to conduct, display or forward surveys, pyramid schemes or chain letters.

You must not use the site to conduct, display or forward raffles, lotteries or contests.

You must not interfere with, or disrupt, the service or services or networks connected to the service and introduce any computer virus (including any variant or similar malicious code or instructions) to the site or our systems.

You must not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the site or any other web site.

You must not attempt to bypass the network firewall.

You must not use any party of the site which you are not authorized to use or devise ways to circumvent security in order to access part of the site which you are not authorized to access (includes scanning networks with intent to breach and/or evaluate security, whether or not the intrusion results in access).

You must not use or attempt to use the site for any unlawful, criminal, or negligent purposes (includes password cracking, social engineering, denial-of-service attacks, harmful and malicious destruction of data, and intentional invasion of privacy).

You must not disclose any information relating to any donor except with the consent of the donor or as permitted by applicable local laws. We reserve the right to cancel your access and delete your profile without notice in the event you fail to follow any of the above rules or other policies we have in place.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

This site, its content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in the UK.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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

We are not responsible for websites we link to

Where our site 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.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about or report content

If you become aware of any material that is illegal or could comprise or be connected to child sexual abuse or exploitation or could comprise terrorist content or be connected to terrorism, please contact us immediately on info@iwaqf.io .

If you wish to complain about any other content, please contact us on info@iwaqf.io .

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- 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.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 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 site; or
 - use of or reliance on any content displayed on our site.
- 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 user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site 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 either repair the damage or pay you compensation.

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 correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy (as stated in this policy are as maybe separately extracted and found on our site).

You warrant that any such contribution does comply with those standards, and you are 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 site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

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 site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please contact info@iwaqf.io.

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

You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

Your rights to claim against us if we restrict access to your content

If we restrict access to any content you upload to our service in a way that breaches these terms of service, you have a right to bring a claim against us for breach of contract.

We will suspend your service if you frequently upload illegal content

- If you frequently upload material that is clearly illegal, we may suspend your access to our service for a reasonable period of time. We will warn you in advance if we plan to suspend you. When deciding whether to suspend you, we will consider:
 - how many items of clearly illegal content you have uploaded within a given time frame in terms of the volume of other content uploaded by other users during that time;
 - the gravity of the misuse, including the nature of the illegal content and its consequences (potential or otherwise);
 - where possible to identify, your intention in posting the material.
- If you frequently submit notices or complaints that are clearly unfounded, we may suspend the processing of any further notices or complaints from you for a reasonable period of time. We will warn you in advance if we propose to suspend processing of your notices or complaints. When deciding whether to suspend you, we will consider:
 - how many items of clearly unfounded notices or complaints you submitted within a given time frame in terms of the volume of other notices or complaints submitted by other users during that time;
 - the gravity of the misuse;
 - where possible to identify, your intention in submitting the notices or complaints.

Your rights to claim against us if we suspend or ban your use of our service

If we suspend or ban you from using our service in a way that breaches these terms of service, you have a right to bring a claim against us for breach of contract.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that

- user-generated content in connection with the service provided by the website and across different media including to promote the site or the service forever;
- a worldwide, non-exclusive, royalty-free, transferable licence for [other users, partners or advertisers to use the content for their purposes OR in accordance with the functionality of the site forever.

We are not responsible for viruses and you must not introduce them

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

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

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. 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.

Rules about linking to our site

You may link to our home page, 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.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy (as stated in this policy or as may be linked on our website now or in the future).

If you wish to link to or make any use of content on our site other than that set out above, please contact info@iwaqf.io .

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, 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.