

Right to Smile Terms & Conditions



Last updated: 7th June 2023

1. Definitions

In the context of these terms and conditions, the following words shall have the following meanings:

- “Right to Smile” means a voluntary, ‘not-for-profit’ organisation with Voluntary Organisation Number VO/0583.
- “The Website” means any website under the ownership or control of Right to Smile from which a link has been created to these terms and conditions;
- “The Material” means all of the information, data, text, graphics, links or computer code published on, contained or available on the Website;
- “User” means the individual, firm, company or organisation accessing this website or making an Order.

2. Applicable Terms and Conditions

The Website is owned by Right to Smile and any use made of this site (including information requests and donations made via the Website), are subject to these terms and conditions. Right to Smile may, at its sole discretion, modify or revise these terms and conditions at any time by updating the text of this page.

3. Use of the Website

Anyone is entitled to view any non-password protected parts of the Website and to use for their own purposes the information contained therein, provided:

- a. It is used for information purposes only, for reproduction for personal use only and not for reproduction on any other website or for commercial gain.
- b. Any links created to the Website are notified to and approved by Right to Smile before they are created.
- c. No part of the Website is copied, stored in a retrieval system, or transmitted in any form or by any means to any third party without the written permission of Right to Smile.



4. Copyright and TradeMarks

Copyright of the Material is owned by Right to Smile. Unauthorised use of the Material including reproduction, storage, modification, distribution or republication without the prior written consent of Right to Smile or, where applicable, the respective copyright owner(s) is prohibited.

5. Disclaimer

This website may contain links to third-party websites. These are provided for information only and we are not responsible for the content of any other websites or pages linked to or linking to this website.

6. Contact information

The official registered address of the Foundation is:

Right to Smile Foundation,
15,
Prinjoli Street,
Santa Lucija, Malta

R2S's contact details:

Address: Right 2 Smile PO BOX 1047, South Street, Valletta

Contact Number: +356 9930 1289 E-Mail Address: contact@right2smile.org

7. Online transactions

When making an online donation, card details are not received or stored by Right to Smile. Card processing is done by Truevo Payment Gateway, one of the leading payment gateway in Malta operating in full compliance with the PCI DSS standard.

8. Recurring Donations (Subscriptions)

- a. One can opt to create a subscription, whereby a monthly donation is made towards Right to Smile.

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- b. The subscription is only valid for donations, and no service or goods will be provided.
- c. The donor chooses the amount they wish to donate, as well as the frequency.
- d. The donor can cancel the subscription at any time through the payment page.

9. Refunds

No refunds will be given for donations.

10. Confidentiality and Data Protection

All information collected by this website is considered confidential and is never shared with third parties.

11. General

- a. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
- b. Any failure by us to act with respect to a breach by you or others does not waive our right to act with respect to any subsequent breach, whether of a similar nature, or otherwise.
- c. These Terms and Conditions set forth the entire understanding and agreement between you and us with respect to the access to, and use of this website.
- d. These Terms and Conditions, and the interpretation and construction hereof, shall be governed and construed in accordance with Maltese Law.
- e. The Courts of Malta shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with this website and these Terms and Conditions.
- f. Should you decline to accept the above Terms and Conditions, or any of them, then you should immediately unsubscribe from any services made available to you through this website, discontinue use of this website and disconnect from it.