

Terms and Conditions of Use

1. For the terms of this document, iCareUpdates.com which is providing this service free of charge will be known as the "Provider".
2. For the terms of this document, the name of the individual who is known as the patient and the name which the website will be based on will be known as the "Patient" or "Patients".
3. For the terms of this document, the individual requesting the use of this service free of any charge will be known as the "Requester".
4. The *Requester* of this service warrants that they are over eighteen (18) years of age and have full authority as the *Patient*, or on behalf of the *Patient* or the *Patient's* family.
5. The *Requester* of this service must tick on the original request web form and in doing so agrees to these Terms and Conditions of Use.
6. The *Provider* will have discretion as to the name of the *Patient* website, however unless specifically requested, a website address will be allocated in the standard format (for example: www.icareupdates.com/091smith.john).
7. When a request is received from a *Requester* for or on behalf of the *Patient* to set up a website, an email will be sent to the *Requester* asking for confirmation of the relevant request.
8. On the original request web form, an image may be uploaded to be placed on the main site. The *Provider* may adjust the image size to allow a reasonable speed of web download to those accessing the web site. If no image is provided then the *Provider* may substitute an appropriate image on the site at its discretion.
9. The *Requester* acknowledges that this service is free and run by volunteers and that the *Provider* will attempt to attend to any requests as soon as possible, but cannot be held responsible for any delays whatsoever to such requests. This includes but is not limited to additions, alterations or deletions to the *Patient's* website.
10. The *Provider* warrants that no information including but not limited to your email address will be given or sold to any third party individual or company.
11. The *Provider* has the right to alter these Terms and Conditions of Use and when at all possible advise you in writing via email that they have been changed and may include a copy of the latest version.

12. At the time of making a request for a website to be set up, an estimation of the length of time for the use of this site will be required for to be entered. After this time has expired, the *Provider* will attempt to contact the *Requester* via email advising that the time has expired and asking the *Requester* if extra time is required. If no response is received within thirty (30) days from the *Requester*, then the *Provider* has the right to delete the site without further notice.
13. If any pornographic, defamatory, highly offensive or otherwise unlawful or immoral images are placed on your site by any individual or company, then the *Provider* advises that the image will immediately be deleted from the *Patients* site. A warning may be sent via email to the *Requester* advising that the offending pornographic, defamatory, highly offensive or otherwise unlawful or immoral images have been deleted from the *Patients* site and will not be tolerated.
14. If any pornographic, defamatory, or otherwise unlawful or immoral comments are placed on the *Patient's* website by any individual or company, you may be asked by the *Provider* to remove or alter the comments to be more appropriate. A warning may be sent via email to the *Requester* advising that there is pornographic, defamatory, or otherwise unlawful or immoral comments on the *Patients* website.
15. If the *Provider* receives a minimum of five (5) complaints about the content of the *Patient* website, whether it is your information or that of those using the guestbook, then the *Provider* will email you to remove or change the offensive data. If the offensive data is not changed or removed within ten (10) days then the *Provider* will completely remove all data from the *Patient's* website and it will no longer be available for further use.
16. If the *Provider* has to warn the *Requester* to remove the offensive images or comments more than five (5) times then the *Provider* will have the option to completely remove all data from the *Patients* website and it will be no longer be available for further use.
17. The *Requester* agrees to only give the *Patient* family or an approved friend the *Requesters* unique password login to add/edit/delete the progress reports as required.
18. The *Requester* agrees to only give the *Patient* family or an approved friend the *Requesters* unique password login for the guestbook message area so that you can view the origin IP address and also to delete any particular message or comment as needed.
19. The *Provider* agrees not to put any advertising on the *Patient's* website other than the standard message advising users of this FREE service and giving any individual or company the option to make a donation to help with the running costs to allow this service to continue.
20. The *Patient* website has a separate web URL address as mentioned above; the *Patient's* website is viewable by any person. However the *Provider* agrees not to actively promote the *Patient's* website to search engines such as Google.
21. The *Requester* agrees not to hold the *Provider* responsible for any image, text, comments or any data whatsoever on the *Patient's* website including but not limited to an internet search engine finding your *Patient's* website and listing it.
22. The *Requester* has the ability to ask the *Provider* to shut down the *Patient's* website as soon as possible and the *Provider* will attend to such a request as its earliest convenience.
23. The *Provider* has the absolute authority to shut down this service completely or any particular *Patient's* website without further notice.