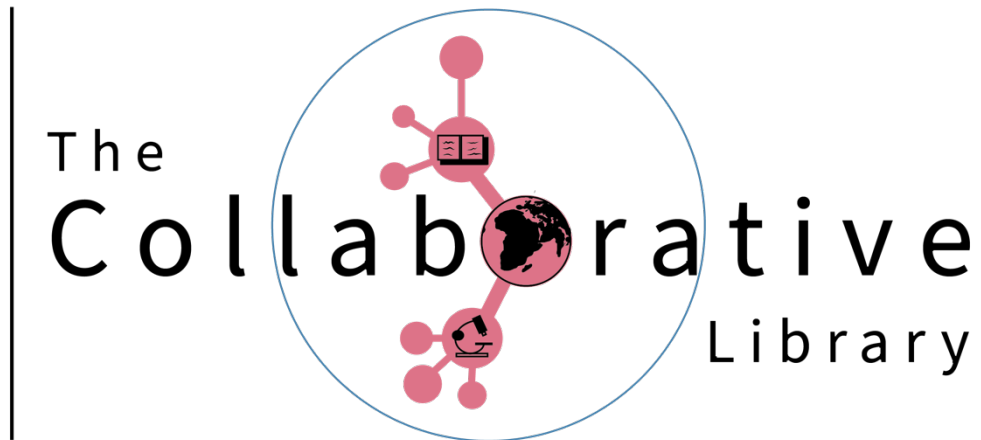


Dated 1 April 2022



## EDITORIAL AND ACCEPTABLE USE POLICY

### KEYSTONE LAW

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## **PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE**

### **What's in these terms?**

This acceptable use policy sets out the content standards that apply when you upload content to the Website, make contact with other users on the Website, link to the Website, or interact with the Website in any other way. It should be read in conjunction with our Terms and Conditions, also available on the Website. Both documents (together with our Privacy Policy) form part of a binding agreement with you that takes effect when you choose to become a member of The Collaborative Library.

### **Who we are and how to contact us**

[www.thecollaborativelibrary.com](http://www.thecollaborativelibrary.com) (the “**Website**”) is a site operated by The Collaborative Library Ltd (“**We**”). We are registered in England and Wales under company number 13660966 and our registered office is at 12 Pavement, Pocklington, York YO42 2AX.

You can contact us by writing to us at [hello@thecollaborativelibrary.com](mailto:hello@thecollaborativelibrary.com)

### **By using the Website you accept these terms**

By using the Website, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use the Website.

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

### **We may make changes to the terms of this policy**

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

### **Prohibited uses**

You may not use the Website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Terms & Conditions.



- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of our Terms & Conditions.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of the Website;
  - any equipment or network on which the Website is stored;
  - any software used in the provision of the Website; or
  - any equipment or network or software owned or used by any third party.

### **Interactive services**

We may from time to time provide interactive services on the Website, including, without limitation:

- Video-sharing facilities.
- Chat rooms.
- Bulletin boards.

### **Content standards**

These content standards apply to any and all material which you contribute to the Website (“**Contribution**”), and to any interactive services associated with it.

This document, together with the Terms & Conditions, must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our absolute discretion, whether a Contribution breaches this document or the Terms & Conditions.

A Contribution must:

- be accurate (where it states facts).
- be genuinely held (where it states opinions).
- contain full citation information where relevant, referencing sources and including links to information if possible.



- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person.
- be obscene, offensive, hateful or inflammatory.
- bully, insult, intimidate or humiliate.
- promote sexually explicit material.
- include child sexual abuse material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal content or activity.
- be in contempt of court.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- impersonate any person, misrepresent any person's views, opinions or research, or misrepresent your identity or affiliation with any person.
- give the impression that the Contribution emanates from The Collaborative Library, if this is not the case.
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- contain any advertising or promote any services or web links to other sites, unless express written permission is granted by us in advance of submission.

For the avoidance of doubt, for any Contribution in the form of video content:



- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
- You must not upload a video containing harmful material.
- You must not upload a video containing advertising for any of the following:
  - cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
  - alcoholic drinks.
- Any advertising included in a video you upload must not:
  - prejudice respect for human dignity;
  - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
  - encourage behaviour prejudicial to health or safety;
  - encourage behaviour grossly prejudicial to the protection of the environment;
  - cause physical, mental or moral detriment to persons under the age of 18;
  - directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
  - directly encourage such persons to persuade their parents or others to purchase or rent goods or services;
  - exploit the trust of such persons in parents, teachers or others; or
  - unreasonably show such persons in dangerous situations.
- You must use the functionality provided on the Website to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

### **Breach of this policy**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Website.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to the Website.



- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **How this contract can be transferred**

We can transfer our rights and obligations under these terms to any third party, provided this does not adversely affect your rights under these terms.

### **Which country's laws apply to any disputes?**

If you are a consumer, please note that the terms of this policy, its subject matter and its 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, the terms of this policy, its subject matter and its 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.

**The Collaborative Library, April 2022**

