

## Hi-Vis UK Online DSI Project Platform Acceptable Use Policy

This Hi-Vis UK Online DSI Project Platform Acceptable Use Policy sets out the terms on which all visitors are permitted to use the features on our DSI Project platform and applies equally to our main Hi-Vis UK website.

This Policy should be read in conjunction with our related online services policies such as:

- **Cookie Policy.** Provides the required information about our platform's use of cookies.
- **Privacy Policy.** Sets out our policy in relation to the collection, storage and use of personal data.
- **Website Terms of Use Policy.** Sets out the terms of access and use of our platform.

Your use of our DSI Project platform means that you accept, and agree to abide by, all the policies as listed above in this acceptable use policy, which complement our Online DSI Project Platform Terms of Use.

Our online services are operated by Hi-Vis UK a Charitable Incorporated Organisation (CIO) company registered in England, CIO number 1166368. Registered office: The Centre for Independent Living, Burbank Street, Hartlepool, TS24 7NY, United Kingdom.

### Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- 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.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Online DSI Project Platform Terms of Use.
- Not to access without authority, interfere with, damage, or disrupt:
  - Any part of our site.
  - Any equipment or network on which our site is stored.
  - Any software used in the provision of our site; or:

- Any equipment or network or software owned or used by any third party.

### **Interactive services and moderation**

We may from time to time provide interactive services on our site, including, without limitation, quizzes, activities, assignments, learner dashboards with upload areas, online video tutorial functions, inline / in-course feedback surveys, message boards ("interactive services").

Where/when we do provide interactive services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Online DSI Project Platform, and we will decide in each case whether it is appropriate to use moderation (e.g.: tutorial supervision safety and privacy checks) of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Further, unless otherwise expressly specified, all the interactive services provided on our sites are not moderated. We will not be responsible as author, editor, tutor/trainer, or publisher of any contributions (as defined below) submitted to any of our interactive services and we expressly exclude our liability for any loss or damage arising from the use of the interactive services by any person in contravention of this policy.

We reserve the right to promptly remove, or to disable access to, any contributions which we deem to be potentially defamatory of any person, unlawful or in violation of any third-party rights.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise. In the first instance or in the absence of moderation use our site "Contact Us" tab - found at top every site page.

### **Content standards**

These content standards apply to any, and all, material which you contribute to our Online DSI Project Platform, and to any interactive services associated with it/them.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).

- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful, or inflammatory
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- 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.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of this Acceptable Use policy through your use of our Online DSI Project Platform. When a breach of this 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 our website terms of use upon which you are permitted to use our Online DSI Project Platform, and may result in our taking all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use our site.
- Immediate, temporary, or permanent removal of any posting or material uploaded by you to our site.
- 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.

We exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **Copyright**

By submitting any contributions to any interactive services, for example: feedback surveys, assignments, you agree to grant us a non-exclusive licence to use those contributions. Although you will still own the copyright in your contributions, we will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in your contributions. This licence will be free of charge, perpetual and capable of sub-licence. We may exercise all copyright and publicity rights in the material contained in your contributions in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

Please also note that, in accordance with the content standards described above, you must ensure that your contributions do not infringe any copyright, database right or trademark of any other person. By submitting your contributions to our interactive services, you are warranting that you have the right to grant us the non-exclusive copyright licence described above.

If you are not in a position to grant such a licence to us, please do not submit the contributions to the interactive services.

## **Complaints**

If you wish to complain about any contribution posted to any of the interactive services provided on our Online DSI Project Platform, please contact us using the 'Contact Us' tab which can be found at the top of every web page. Or write to us at our registered office address at the end of this policy document.

We will then review the contribution and decide whether it complies with this acceptable use policy. We will deal with any contribution which, in our opinion, violates this acceptable use policy as described above, see "suspension and termination". We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

## **Changes to the acceptable use policy**

We may revise this acceptable use policy at any time. You are expected to check this document from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our Online DSI Project Platform.

## **Contact us**

Should you have any queries about this policy, please contact us by using the 'Contact Us' link that can be found on every webpage of every site we own.

The responsibility for this policy and its implementation is with the Director of Hi-Vis UK.

**Date of current version of this policy:** June 2021

**Hi-Vis and DSI Projects:** Our Online DSI Project Platform and our main Hi-Vis UK are operated by Hi-Vis UK a Charitable Incorporated Organisation (CIO) company registered in England, CIO number 1166368. **Registered office:** The Centre for Independent Living, Burbank Street, Hartlepool, TS24 7NY, United Kingdom.