

## **COMMUNITY TERMS AND CONDITIONS**

By accessing the CIWEM Communities you agree to these terms and conditions of use.

CIWEM may change these Terms at any time by amending this page. Please check this page from time to time to inform yourself of any changes. We will provide notice to you on the Community Announcement of any major changes to these Terms for at least 30 days following the change.

By using these Communities and continuing to use them following any change, you confirm that you accept these Terms and that you agree to comply with them.

Please read these Terms carefully before using the Communities.

For the purposes of these Terms any information, materials, messages or posts in any form are referred to as user content.

## **POSTING CONTENT ON THE COMMUNITIES**

If you wish to submit user content to the Communities, you agree that you will be solely responsible for that user content. You agree, through your use of the Communities, not to post any copyrighted material unless the copyright is owned by you or you have sought the necessary permissions.

By posting any user content in these Communities you confirm that you have the right to submit the user content and that it will not contravene any aspect of the Acceptable Use Policy set out below.

You agree not to post advertising of any kind in the Communities whether you are posting as a private individual or posting as a company or for any other organisation, posts such as these will be removed by the Community Administrator.

You further agree that you will be liable to CIWEM and will, to the fullest extent permissible by law, indemnify CIWEM if you do not have the right to submit that user content or that user content is in breach of any of the provisions of these Terms and that you will be responsible for any loss or damage suffered by CIWEM as a result of any breach of these Terms.

You will retain ownership of your user content and all intellectual property rights subsisting in it. However, by submitting user content to the Communities, you grant CIWEM an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide right to make such use of and store your content (and permit others to do so) for the purposes of these Communities. You agree that other users will also have the right to quote and comment upon your content on these Communities provided that they do so in accordance with these Terms.

In posting any user content you acknowledge that CIWEM may remove any user content submitted to the Communities where that user content, in the sole opinion of CIWEM, is in breach of these Terms (including the Acceptable Use Policy) or if CIWEM received a complaint from a third party and determines that the user content in question should be

removed as a result as described in these Terms.

## **WARRANTIES AND DISCLAIMERS**

Considering the real-time nature of the Communities, it is impossible for CIWEM to review and monitor all user content or to confirm the validity or accuracy of information posted as part of any user content.

CIWEM does not accept responsibility for or warrant the accuracy, completeness or usefulness of any user content.

The opinions, views and values expressed in user content in the Communities are those of the author of the user content, but these do not necessarily represent the opinions, views and values of CIWEM. Accordingly, CIWEM is not responsible for the content or the accuracy, or for any opinions, view or values expressed in any user content.

## **COMPLAINTS**

The CIWEM Community Moderator is there to moderate the content of the individual Communities.

Any user who feels that a posted message is objectionable is encouraged to contact the CIWEM Community Moderator at [barbara.woods@ciwem.org](mailto:barbara.woods@ciwem.org).

## **REMOVAL AND EDITING OF USER CONTENT**

CIWEM will remove any user content where it is in breach of these Terms, is the subject of a complaint or CIWEM believes it is otherwise objectionable and will make every effort to do so within a reasonable time frame, if removal is determined necessary. However, you need to be aware that this is a manual process, so it may not be possible to remove or edit particular user content immediately.

CIWEM reserves the right to remove or edit any user content if it deems this to be necessary.

Messages are typically removed or edited as a result of the following:

- Profanity in subject lines or signatures, or profanity within messages;
- Spamming, commercial solicitation or advertising;
- Annoying other members with the apparent intent of inciting or perpetuating a conflict or argument;
- Bombarding Forums / Communities or individual threads with repetitive, unnecessary posts;
- Posting personal email details / addresses or chat dialogues;
- Posting objectionable material;
- Posting inappropriate images;
- Impersonating other individuals or using a false identity;
- Discussion of illegal activity or posting links to other websites that deal with such activities or contain illegal or inappropriate content;
- Posts made under secondary usernames or other aliases;
- Posts which are completely unrelated to the Community in which they are posted;

- Excessive cross-posting (this is considered spam);
- Posts which breach another member's privacy i.e. containing phone numbers, addresses or other personal information; and
- Infringement of copyright or other intellectual property rights.

## **ACCEPTABLE USE POLICY**

You agree, through your use of the Communities, that you will only use the Communities and submit any user content in a manner which is lawful and complies with the provisions of this Acceptable Use Policy. Specifically:

- You must ensure that you comply fully with any and all applicable local, national, and international laws and / or regulations;
- You must not use the Communities in any way, or for any purpose, that is unlawful or fraudulent;
- You must not use the Communities to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- You must not use the Communities in any way, or for any purpose, that is intended to harm any person or persons in any way.

You further agree that when submitting user content (or communicating in any other way using the Communities), you must not submit, communicate or otherwise do anything that:

- Is obscene, deliberately offensive, hateful or otherwise inflammatory;
- Promotes violence or is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- Promotes or assists in any form of unlawful activity;
- Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- Is misleading or calculated to, is otherwise likely to, deceive;
- Is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
- Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; and / or
- Is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

## **CONSEQUENCES OF BREACHING THE ACCEPTABLE USE POLICY**

CIWEM reserves the right to suspend or terminate your access to the Communities if you materially breach the provisions of the Acceptable Use Policy or any of the other provisions of these Terms and in such circumstances CIWEM may take one or more of the following actions:

- Suspend, whether temporarily or permanently, your right to access the Community;
- Remove any and all user content submitted by you that is not in accordance with these Terms;
- Issue you with a written warning;
- Take legal proceedings against you in respect of any such breach and to enforce any provisions of these Terms;
- Disclose such information to law enforcement authorities as required or as CIWEM deem reasonably necessary; and / or
- Take any other lawful actions that CIWEM reasonably deems reasonably appropriate.

CIWEM further reserves the right to reveal your identity (or whatever information is known about you) in the event of a complaint or legal action arising from any user content posted by you to any relevant authorities or to enable any appropriate legal or enforcement action to be taken in respect of such user content.

CIWEM hereby excludes any and all liability arising out of any actions (including, but not limited to those set out above) that CIWEM may take in response to breaches of these Terms.

## **LIMITATION OF LIABILITY**

To the fullest extent permissible by law, CIWEM accepts no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with the use of (or inability to use) the Communities or the use of or reliance upon any user content or other content included in the Communities.

In no event will CIWEM be liability for any damages whatsoever or howsoever (including, without limitation, damages for loss of revenue, loss of profits, loss of goodwill or reputation, business opportunity, loss of data, business interruption or any indirect or consequential damage) arising from the use of the Communities and / or any content (included user content) posted in the Communities.

CIWEM accepts no responsibility for any links to other sites that may be included in the Communities. Unless expressly stated, these sites are not under CIWEM's control so CIWEM cannot accept responsibility or liability for the content of any such third-party sites. The inclusion of a link to another site in any user content in the Communities is for information

only and does not imply any endorsement of the sites themselves or of those in control of them by CIWEM.

While CIWEM takes all reasonable steps to ensure that the Communities are free from viruses and other malware, CIWEM accepts no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Communities (including the downloading of any content from it).

CIWEM neither assumes nor accepts responsibility or liability arising out of any disruption or non-availability of the Communities resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions.

Nothing in these Terms excludes or restricts CIWEM's liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.