

# EFOA Acceptable Use Policy

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East Finchley Open Artists ("We") are committed to respecting the views of people viewing or receiving information from us. We are also constrained by the requirements of the Platform Owners of platforms we use to provide the information (such as MODX, Instagram, Google or Facebook platforms).

This Acceptable Use Policy (together with the documents referred to in it) tells a person authorised to upload information (**You**) the terms of acceptable use on which you may make use of our website [www.eastfinchleyopen.org.uk](http://www.eastfinchleyopen.org.uk) (our site), or make use of our own internal email or social media forums (**our emails**) whether as a visitor or a registered user/editor. Use of our site includes accessing, browsing, commenting on or registering to edit our site.

All information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials (**Content**) you post on our site our emails or are the sole responsibility of the person from which such Content originated. You are responsible for all Content that you upload, post, transmit or otherwise make available via our site or emails. We do not control the Content you post via our site or our emails. By using our site or our emails, you warrant that you are in compliance with any domestic or international laws that affect you, your end users, and your Content.

Your Content does not include non-personally identifiable behavioural data derived from the use of the platforms we use to provide information- collectively, ("**Platform Data**"). The Platform Owners own all Platform Data and uses it for Service operations, improvements, and analytics. You are also responsible for creating back-up copies of your Content.

By using our site or our emails, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will we be liable for your Content or the content of any third party, including, but not limited to, any errors or omissions in your Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that we do not pre-screen Content, but that we shall have the right (but not the obligation) to refuse, move, or delete any Content that is available via our site or our emails. We shall also have the right to remove any Content that violates these Terms or is otherwise objectionable in our sole discretion.

You must evaluate, and bear all risks associated with, the use of any Content. You may not rely on any Content created by us. You acknowledge and agree that we may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- a. comply with legal process;
- b. enforce these Terms;
- c. respond to claims that any Content violates the rights of third-parties; or
- d. protect our rights, property, or personal safety and those of our users and the public.

The technical processing and transmission of our site or our emails, including Content, may involve

- a. transmissions over various networks; and
- b. changes to conform and adapt to technical requirements of connecting networks or devices.

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You will not:

1. upload, post, transmit or otherwise make available any Content that:
  - a. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
  - b. you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - c. infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party (e.g., music, movies, images, e-books, or games you do not own the rights to);
  - d. is unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", such as (i) sending mass email to recipients who haven't requested email from you or with a fake return address, (ii) promoting a site with inappropriate links, titles, descriptions, or (iii) promoting your site by posting multiple submissions in public forums that are identical;
  - e. contains software viruses, worms, Trojan horses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of our site or our emails, computer software or hardware or telecommunications equipment, or may impact the ability of any other authorised user to access our site or our emails;
  - f. is intended to take advantage of a user such as "get rich quick," "get paid to surf," pyramid/multi-level marketing, or other dubious schemes; or
  - g. is adult in nature, such as any nudity in a sexual context or any Content with adult themes or reveals exposed genitalia unless permission is sought beforehand;
2. harm minors in any way;
3. "stalk," "bully," or otherwise harass another;
4. impersonate any person or entity, including, but not limited to, an EFOA official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through our site or our emails;
6. interfere with or disrupt our site or our emails or servers or networks connected to our site or our emails, or disobey any requirements, procedures, policies, or regulations of networks connected to our site or our emails;
7. intentionally or unintentionally violate any applicable local, state, federal or foreign laws or regulations. You must comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. You are solely responsible for compliance with all applicable laws, including without limitation, rules regarding acceptable online conduct, data privacy, and export and import regulations of other countries;
8. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
9. use our site or our emails as a forwarding service to another web site or to fraudulently manipulate Google or other SEO ranking or Facebook or other social networking or website "likes" and similar voting mechanisms;
10. solicit a third party's passwords or personal identifying information for unlawful or phishing purposes;
11. exceed the scope of our site or our emails that you have signed up for (e.g., by accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing,

other user comments or content);

12. create a web site that provides an injurious user experience with custom programming. Examples include, but are not limited to, extreme flashing banners, excessive animated movement, or content that could provoke seizures in unsuspecting visitors;
13. use, under any circumstance, any open source software subject to the GNU Affero General Public License v.3, or greater; or
14. Abuse our site or our emails customer support email, chat, or telephone services or agents.

We retain the right to terminate any account or user who has violated any of the above prohibitions.