

Acceptable Use Policy

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 our site, make contact with other users on our site, link to our site, or interact with our site in any other way. It should be read alongside our website terms and conditions.

Who we are and how to contact us

www.itaara.co.uk is a site operated by ITAARA Limited ("We"). We are registered in England and Wales under company number **17039270** and have our registered office at ITAARA Ltd Oakmoore Court Kingswood Road, Hampton Lovett, Droitwich, Worcestershire, United Kingdom, WR9 0QH

We are a limited company.

To contact us, please email info@itaara.co.uk or telephone our customer service line on **0330 097 6198**.

By using our site, you accept these terms

By using our site, 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 our site.

We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on the date set out at the beginning of these term

Prohibited uses

You may not use our site:

- If you are under the age of 18.
- 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 content standards (see 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.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website 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.

Content standards

These content standards apply to any and all material which you contribute to our site and to any interactive services associated with it (Contribution).

The Content Standards 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.

ITAARA Limited will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution:

- Must be accurate (where it states facts).
- Only contain opinions that are genuinely held.
- Must comply with the law applicable in England and any country from which it is posted and to which the website is targeted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Encourage, promote or provide instructions for deliberate self-harm.
- Encourage, promote or provide instructions for suicide.
- Encourage, promote or provide instructions for an eating disorder or behaviours associated with an eating disorder.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Incite violence or hatred against particular groups.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Include content that would be considered a criminal offence under laws relating to terrorism, child sexual abuse material, racism or xenophobia.
- Infringe any copyright, database right or trademark of any other person.
- Include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
- Include video content not suitable for BBFC classification.
- Include material that might impair the physical, mental or moral development of persons under the age of 18.
- 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.
- Contain illegal content or 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 or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from ITAARA Limited 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.
- Contain any images.

You must comply with our guidance on use of maturity or sensitivity ratings on video content.

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
- for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.
- 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 our site 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 our website terms and conditions upon which you are permitted to use our site, 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 Contribution 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 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?

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.