

# Website acceptable use policy

The acceptable use policy of the Macadamia Support Limited website.

## Website acceptable use policy

1.1 This acceptable use policy sets out the terms between you and us under which you may access our website [www.macadamiasupport.co.uk](http://www.macadamiasupport.co.uk) (our “**Site**”). This acceptable use policy applies to all users of, and visitors to, our Site.

2. [www.macadamiasupport.co.uk](http://www.macadamiasupport.co.uk) is a Site operated by Macadamia Support Limited (“**We**”). We are a registered Supported Living Provider in England and Wales. Our trading address is: 8 Ballinghall Close, Bedford, Bedfordshire, MK41 0AB.

## 3. PROHIBITED USES

3.1 You may use our Site only for lawful purposes. You may not use our Site:

3.1.1 in any way that breaches any applicable local, national or international law or regulation;

3.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

3.1.3 for the purpose of harming or attempting to harm minors in any way;

3.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;

3.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

3.1.6 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.

3.2 You also agree:

3.2.1 not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of our [website terms and conditions](#);

3.2.2 not to access without authority, interfere with, damage or disrupt:

3.2.2.1 any part of our Site;

3.2.2.2 any equipment or network on which our Site is stored;

3.2.2.3 any software used in the provision of our Site; or

3.2.2.4 any equipment or network or software owned or used by any third party.

#### **4. INTERACTIVE SERVICES**

4.1 We may from time to time provide interactive services on our Site, including, without limitation:

4.2 Where we do provide any interactive service, 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).

4.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation 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.

4.4 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

4.5 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.

#### **5. CONTENT STANDARDS**

5.1 These content standards apply to any and all material which you contribute to our Site (“**Contributions**”), and to any interactive services associated with it.

5.2 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.

5.3 Contributions must:

5.3.1 be accurate (where they state facts);

5.3.2 be genuinely held (where they state opinions);

5.3.3 comply with applicable law in the UK and in any country from which they are posted.

5.4 Contributions must not:

5.4.1 contain any material which is defamatory of any person;

5.4.2 contain any material which is obscene, offensive, hateful or inflammatory;

5.4.3 promote sexually explicit material;

5.4.4 promote violence;

5.4.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

5.4.6 infringe any copyright, database right or trade mark of any other person;

5.4.7 be likely to deceive any person;

5.4.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

5.4.9 promote any illegal activity;

5.4.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

5.4.11 be likely to harass, upset, embarrass, alarm or annoy any other person;

5.4.12 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

5.4.13 give the impression that they emanate from us, if this is not the case;

5.4.14 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **6. SUSPENSION AND TERMINATION**

6.1 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

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

6.2.1 immediate, temporary or permanent withdrawal of your right to use our Site;

6.2.2 immediate, temporary or permanent removal of any posting or material uploaded by you to our Site;

6.2.3 issue of a warning to you;

6.2.4 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;

6.2.5 further legal action against you;

6.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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

## **7. CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page 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 Site.

## Comments policy

**Comments on this website are governed by the following set of standards that apply to all contributors and their posts.**

We reserve the right to remove any material that does not (in our judgement) comply with these standards and to revoke posting privileges at our sole discretion and without warning or explanation. Our decisions are considered final.

By participating, you are agreeing to abide by these standards. Our goal is to provide a safe and enjoyable online community where contributors are encouraged to treat each other with respect.

**Age:** You must be at least 18 years old to participate.

**Agree to disagree, respectfully:** Be yourself, but please always act with respect for your fellow posters. Be respectful and civil to other posters, even if you disagree with them. The objective of this site is to debate the issues raised, not to attack others. Name calling, insults, "flaming" and attacks are not appropriate and will not be tolerated.

**Don't be afraid to post:** Don't be afraid to contribute to a discussion. Our goal is to hear all opinions within a respectful context.

**Keep your posts clean:** Any unacceptable content (posts, member names, or subject lines containing profanity, sexually graphic or offensive language, etc.) will be deleted. Similarly, any posts that solicit or offer explicit or x-rated GIFs, JPEGs or other graphic or video files will be deleted without notice. Please keep in mind that this is a public forum.

**No personal information:** Email addresses, phone numbers, instant message identities, etc. must not be posted. Posts that request members to submit personal information to another party will be removed unless these posts have been pre-approved by the MSL Moderation Team. This includes, but is not limited to, communications that ask for personal information submitted via email, mail, telephone, surveys, and research studies.

**Flooding and spam:** Please do not flood or spam, post chain letters, pyramid schemes, junk mail, or URLs for outside sites that violate any of these guidelines.

**Harassment and threats:** We will not allow harassing, threatening, racist, abusive, hateful, violent, or obscene language or behaviour. Any prejudicial statements, comments or remarks in posts or profiles will be removed immediately. Retaliation against any person complaining of discrimination will not be tolerated.

**Illegal activities:** Participation in, suggesting, or encouraging any illegal activity is cause for immediate deletion and suspension of posting privileges, and may be reported to the appropriate authorities.

**Be courteous:** Avoid duplicate posts. Do not post the same message more than once. Duplicate messages can be frustrating for other members and will be deleted.

**Don't post commercial items:** This is an advertising-free site. No commercial solicitation or advertising will be allowed. Posts containing commercial or promotional messages - included but not limited to references to internet sites, URLs, or links to other commercial websites - will be removed.

**Don't post others' copyrighted information:** Any articles, news reports, or other copyrighted material included in the posts must be with the permission of the relevant copyright owners. MSL will not be held responsible for member-posted information that may violate copyright law. If such an event occurs, the individual posting the information shall be held solely responsible.

**Re-publishing your words:** We may quote your message board posts in newsletters, and other promotions including, but not limited to, TV, magazines, newspapers, radio, Internet and product packaging. When re-publishing your quotes for wide distribution, we will identify you by your given screen name.

**Reporting problems:** If you encounter a violation to these standards (or have other problems with our site) please contact us at [info@macadamiasupport.co.uk](mailto:info@macadamiasupport.co.uk).

**Reserve the right:** MSL reserves the right to remove a post which does not relate to the topic being discussed.

**Brand attack:** While fair criticism is acceptable, posts that, in our judgement, constitute an unwarranted attack on MSL and/or cause harm to our reputation will be removed