



## EduPod Acceptable Use Policy

Effective from 16<sup>th</sup> August 2023

This policy explains how you, a person that has been authorised by your organisation, may access and use the EduPod online platform (the Platform).

You should read these terms carefully before using the Platform

By accessing or using the Platform or otherwise indicating your consent, you agree to be bound by this policy. If you do not agree with or accept any term of this policy, you should stop using the Platform immediately.

If you have any questions about the Platform, please contact us by email at [info@innovatingmindscic.com](mailto:info@innovatingmindscic.com).

### i. Changes to this policy

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- a. We may amend this policy at any time. Each time you wish to use the Platform, please check this policy to ensure that you understand the terms that apply at that time.

### ii. Prohibited uses

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- a. You may use the Platform only for lawful purposes. You may not use the Platform:
  - i. in any way that breaches any applicable local, national, or international law or regulation;
  - ii. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - iii. for the purpose of harming or attempting to harm minors in any way;
  - iv. to bully, insult, intimidate or humiliate any person;
  - v. to send, knowingly receive, upload, download, use or re-use any material that does not comply with the content standards set out below;
  - vi. to transmit or procure the sending of any unsolicited or authorised advertising or promotional material or any other form of similar solicitation (spam); or
  - vii. 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.
- b. You also agree:
  - i. not to reproduce, duplicate, copy or re-sell any part of the Platform or the content or materials made available through the Platform; and
  - ii. not to access without authority, interfere with, damage or disrupt any part of the Platform.

### iii. Content standards

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- a. These content standards apply to any and all comments or other materials which you contribute to the Platform or any part of it (Contribution).
- b. Any Contribution must:
  - i. be accurate where it states facts;
  - ii. be genuinely held where it states opinion; and
  - iii. comply with any applicable local, national, or international law or regulation in any country from which it is posted.
- c. A Contribution must not:
  - i. be defamatory of any person;
  - ii. be obscene, offensive, hateful or inflammatory;
  - iii. bully, insult, intimidate or humiliate;
  - iv. promote sexually explicit material;
  - v. include child sexual abuse material;
  - vi. promote violence;
  - vii. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - viii. infringe any copyright, database right or trademark of any other person;
  - ix. be likely to deceive any person;
  - x. breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - xi. promote any illegal activity;
  - xii. be in contempt of court;
  - xiii. be threatening, abuse or invade or another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - xiv. be likely to harass, upset, embarrass, alarm or annoy any other person;
  - xv. impersonate any person or misrepresent your identity or affiliation with any person;
  - xvi. give the impression that the Contribution emanates from EduPod if this is not the case;
  - xvii. 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; or
  - xviii. contain any advertising or promote any services or web links to other sites.

### iv. Breaches of this policy

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- a. When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate.
- b. Failure to comply with this policy will also constitute a material breach of the terms of service by the organisation that has authorised you to access and use the Platform, which may result in us taking all or any of the following actions against them:

- i. immediate, temporary or permanent withdrawal of your right to use the Platform;
  - ii. immediate, temporary or permanent removal of any Contribution uploaded y you to the Platform;
  - iii. issue a warning to you;
  - iv. 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;
  - v. further legal action against you; and
  - vi. disclosure of such information to law enforcement authorities as we reasonably feel in necessary or as required by law.
- c. We exclude our liability for all action we may take in response to breaches of this policy.