

# Terms and Conditions of use of UPSU.net

This page outlines the terms and conditions governing the use of The University of Portsmouth Students' Union website. This page explains the rules and laws which both the Union and its affiliates will abide by in dealing with you use of our website, and the rules and laws which you must abide by when using our website.

## Introduction

Access to The University of Portsmouth Students' Union's website is subject to the following terms and conditions. Please read all the terms and conditions set out below. When You access this site for the first time You agree to be bound by all terms and conditions for the use of this Service.

We may vary the terms and conditions for the use of this Service from time to time by posting revised terms and conditions on the site. It is Your responsibility to check whether the terms and conditions have been revised. Your use of this service after the date on which We post the revised terms and conditions shall be deemed to constitute Your acceptance of the revised terms and conditions.

If You do not agree to obey these terms and conditions You must stop using this site immediately.

## Interpretation

In these terms and conditions:

- "UPSU", "the UPSU", "Union", "the Union", and "UPEL" refer to the University of Portsmouth Students' Union and its affiliate companies and organisations
- "UPSU website" or "UPSU.net" or "Service" means the on-line Service provided by The University of Portsmouth Students' Union at [www.upsu.net](http://www.upsu.net), [www.freshersfortnight.com](http://www.freshersfortnight.com), [www.freshersfortnight.co.uk](http://www.freshersfortnight.co.uk), [www.freshersweek.com](http://www.freshersweek.com), [www.freshersweek.co.uk](http://www.freshersweek.co.uk), [www.purplewednesdays.com](http://www.purplewednesdays.com), [www.upsu.tv](http://www.upsu.tv), [www.portsmouthalumni.com](http://www.portsmouthalumni.com), [www.portsmouthuniversityalumni.com](http://www.portsmouthuniversityalumni.com), [www.upsualumni.com](http://www.upsualumni.com), [www.universityofportsmouthalumni.com](http://www.universityofportsmouthalumni.com), [www.upsualumni.com](http://www.upsualumni.com), [www.universityofportsmouthalumni.com](http://www.universityofportsmouthalumni.com), [www.portsmouthalumni.co.uk](http://www.portsmouthalumni.co.uk), [www.portsmouthuniversityalumni.co.uk](http://www.portsmouthuniversityalumni.co.uk), [www.upsualumni.co.uk](http://www.upsualumni.co.uk), [www.universityofportsmouthalumni.co.uk](http://www.universityofportsmouthalumni.co.uk) and [www.upsumedia.com](http://www.upsumedia.com)
- "Person" means an individual or a body corporate or unincorporated, and "Persons" shall be construed accordingly.
- "Register" means completing the registration process, indicating your acceptance of these terms and conditions as prescribed on the registration page and clicking the "Send Registration" submit mechanism.
- "Registered Account" means your use of the Service through the username chosen by You during the registration process.
- "You" or "Your" means the Person using this site or named in the registration details (if any) accompanying these terms and conditions.
- "Your Communications" means any communications received or sent by You through the Service including e-mails and SMS messages.
- "Your Material" means any material within the Service which originated from You through the Service.

- "We" and "us" and "The Company" means the The University of Portsmouth Students' Union.

## **Registration**

You will be required to Register if You wish to use certain facilities provided by this site. If You do not Register then these facilities will not be available to You. If You do Register, You confirm and warrant that all the information supplied by You when You Register is true, complete and accurate in all respects. You agree to maintain up to date information. We will review your registration details and if You satisfy our validation checks We will provide You with access to the facilities for which You have Registered.

## **Provision of the Service**

We agree to provide You with the Service in accordance with these terms and conditions. The Service will be provided on an "as is" and "as available" basis. We cannot guarantee that the Service will be provided fault-free and We do not undertake or warrant that the Service will be free from defects. We may temporarily suspend the Service either partially or completely for any reason. We will restore the Service as soon as reasonably practicable after a suspension. We will not be liable to You for any loss which You incur as a result of any such suspension.

The pages contained in this site may contain technical inaccuracies and typographical errors. The information in these pages may be updated from time to time and may at times be out of date. We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so. The information contained in the material in this site is only for information purposes. The material on this site does not constitute advice and You should not rely on any material on this site to make (or refrain from making) any decision or take (or refrain from taking) any action.

Opinions expressed within the pages of the site are those of the author and do not necessarily represent the views of The University of Portsmouth Students' Union.

Within the constraints of The Law, Your communications may be monitored to allow support of the Service or where we have reason to believe there may have been a breach of the usage policy.

## **SMS Messaging**

SMS messages submitted or originated through the Service will be transferred to the addressed mobile recipients, provided that: the recipient's mobile network has a roaming agreement with one of the Company's partner providers; and the recipient's mobile phone is switched on and in an area covered by his subscribed mobile network provider. SMS message delivery cannot be committed to or guaranteed as delivery time depends on various network and system-related factors involved in transporting the message across the mobile telecommunications network(s). You acknowledge that we have little or no influence on the service quality once an SMS message has been submitted to our partner providers and thus has left our domain of control. SMS messages are assigned a life time of no more than 24 hours. SMS messages which cannot be delivered successfully to the recipient's mobile phone within the life time will be discarded.

## **Use of the Service**

You warrant and undertake to us that You will use your best endeavours to ensure that Your Material and Your Communications and Your Use of The Service is in compliance with all applicable laws and regulations and in particular that it is not, in the opinion of The University of Portsmouth Students' Union or any agent or agents acting on our behalf, defamatory, offensive, indecent or of an obscene or menacing character; or likely to cause annoyance, inconvenience or anxiety to any person; or likely to breach any copyright or confidentiality or privacy or other intellectual property of any person; or fraudulent or connected in any way with the committal or possible committal of a criminal or civil offence; or material of a racial or sexually discriminatory nature. In addition to this list, you are bound not to do or say anything, or not do or say anything, which by doing or not doing so you are knowing committing an offence of any nature.

You are fully responsible for the content of Your Communications and you must ensure that Your Communications do not cause disturbance or harassment of a recipient or other person. You are not permitted to send e-mails or SMS messages to recipients who have made clear that they do not wish to receive e-mail or SMS messages from You.

You are fully responsible for maintaining a copy of Your Communications and Your Material. We will not be liable to You for any loss, corruption or damage to Your Communications or Your Material.

Except as expressly permitted by these terms and conditions, You may not copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any of the contents of this site. In particular, You may not cache any of the contents for access by third parties nor mirror any content. You may only download, use, reproduce and print materials appearing on this site for your own personal, non-commercial purposes unless otherwise explicitly stated.

## **Security**

We advise You not to disclose your password to any other Person.

We also advise You to choose a password which is memorable to you but which will not allow another Person to guess Your password. You are fully responsible for ensuring that no unauthorised access is obtained to the Service through your Registered Account. You will be entirely liable for all activities conducted and charges incurred through your Registered Account whether authorised by You or not.

If We have reason to believe that there has been or is likely to be a breach of security or misuse of the Service We may change your password and notify You accordingly.

You acknowledge that we may be obliged by law to store all of Your Communications or Your Material and activity logs for a particular length of time and that We may be required by law to disclose details about these to Government and Law Enforcement Officials and other such agencies.

## **Ending the service**

We may suspend or terminate your access to and/or use of the Service, or any part of the Service if:

- We believe that You have provided false information on registration or that You have intentionally failed to notify Us of any changes to this information.
- You break any provision of the terms and conditions of use policy.
- We believe that your Registered Account is being used in a manner prohibited in the terms and conditions of use policy. If we delay in acting on a breach of this terms and conditions of use policy then delay will not be regarded as a waiver of the breach.

## **Liability**

We shall not be liable for any damages, including without limitation, indirect or consequential damages, howsoever arising out of your use of this site or in respect of any of your actions or omissions taken in reliance on any of the advice or information contained on this site or any site to which this site is linked.

Nothing in these terms and conditions limits our liability for death or personal injury resulting from our negligence. We are not liable for any failure to perform any of our obligations under these terms and conditions caused by matters beyond our reasonable control.

## **Third party sites**

This site contains hypertext links to sites that are not operated by us or by our associated companies. We do not control such sites, are not and cannot be held responsible for their content. Our inclusion of hypertext links to such sites does not imply any endorsement of the material contained on the sites or of the owners.

## **Specific rules on the use of the discussion forums**

In addition to all other points raised in this document, specific rules governing the use of the discussion forums on this site are as follows:

- Considering the real-time nature of the bulletin board (also referred to as "forums" or "discussion forums"), it is impossible for us to review messages, except where stated, or to confirm the validity of information posted.
- Please remember that we can not always monitor the contents of, and are not responsible for, any messages posted. We do not vouch for or warrant the accuracy, completeness or usefulness of any message, and are not responsible for the contents of any message.
- The messages express the views of the author of the message, not necessarily the views of these forums or the website as a whole, or any entity associated with these forums or this website.
- Any user who feels that a posted message is objectionable is encouraged to raise a complaint by completing the "complain about this forum message" button (situated next to each forum message), or to contact us immediately by email to [webmaster@upsu.net](mailto:webmaster@upsu.net).
- We have the ability to remove objectionable messages and we will make every effort to do so, within a reasonable time frame, if we determine that removal is necessary. This is a manual process, however, so please realise that we may not be able to remove or edit particular messages immediately.
- You agree, through your use of this service, that you will not use these forums to post any material which is knowingly false and/or defamatory, inaccurate, abusive,

- vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violative of any law.
- You also agree not to post any copyrighted material unless the copyright is owned by you or by these forums.
  - Although We do not and cannot review each and every message posted, and we are not responsible for the content of any of these messages, we reserve every right to delete any message for any or no reason whatsoever.
  - You remain solely responsible for the content of your messages, and you agree to indemnify and hold harmless these forums.
  - We at these forums also reserve the right to reveal your identity (or whatever information we know about you) in the event of a complaint or legal action arising from any message posted by you.
  - Please note that chain letters, pyramid schemes, and solicitations are inappropriate on these forums.
  - **Notice to traders:** you may not advertise, in any way or form, your business or carry out practises which may lead to financial reward for yourself or selves, or parties associated with yourself or selves, except when conducting the business of the University of Portsmouth Students' Union, or having been given explicit permission to do so from the University of Portsmouth Students' Union.
  - If you would like to advertise your business on this website, and/or through the various other forms of broadcast and publication available through the University of Portsmouth, please contact in the first instance the advertising department.

## **Indemnity**

You shall indemnify and hold us harmless from all losses, liabilities, costs and expenses in connection with any claim by any third party with respect to any alleged or actual infringement of copyright, trademark, Service mark or any other proprietary rights or any false or misleading statements or breach of advertising standards resulting from the use of this Service by you. This clause shall survive termination of this agreement for any reason whatsoever.

## **Privacy of personal information**

We may use your personal information as described in our privacy policy. You acknowledge that any personal information disclosed by You in public areas of the Service is at your own risk and may be used by others. In addition, it is Your sole responsibility to ensure that information which is personal to You is not made available by You on any portion of This site unless you choose to do so.

## **Intellectual property rights**

All rights, including copyright, in the content of these web pages from time to time are owned or controlled for these purposes.

All names and logos are the proprietary marks of The University of Portsmouth Students' Union except where expressly stated otherwise, except in the case of the following: Marks identifying third parties are owned or licensed by those third parties or their associated companies. Nothing in these terms and conditions in any way confers on You any licence or right under any trade marks, names or logos.

## **Contributions to the UPSU**

By sharing any contribution (including any text, photographs, graphics, video or audio) with the UPSU you agree to grant to the UPSU, free of charge, permission to use the material in any way it wants (including modifying and adapting it for operational and editorial reasons) for UPSU services in any media worldwide (including on the UPSU's website accessed by international users). In certain circumstance the UPSU may also share your contribution with trusted third parties.

Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.

In order that the UPSU can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any UK laws, that you have the right to give the UPSU permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent / guardian if they are under 16.

We normally show your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible. The UPSU may need to contact you for administrative or verification purposes in relation to your contribution, or in relation to particular projects. For full details of when and how we may contact you please see the UPSU's Privacy Policy plus any local terms where applicable.

Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with the UPSU.

If you do not want to grant the UPSU the permission set out above on these terms, please do not submit or share your contribution to or with upsu.net.

## **Assignment**

You are not allowed to transfer or attempt to transfer this agreement in whole or in part to any other Person.

## **Matters beyond our reasonable control**

If We are unable to provide this Service because of some thing beyond our reasonable control, such as (but not limited in any shape or form to) technical failure, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind (whether or not involving our employees), We shall not be liable for this.

## **Jurisdiction**

This agreement is governed by English Law and You and We submit to the non-exclusive jurisdiction of the English courts.

Draft document dated November 16th 2009