

Version: 21 July 2021

ACCEPTABLE USE POLICY

This Acceptable Use Policy is a Schedule of and forms part of the BBB On Demand Terms and Conditions having the same version date:

1. Introduction

- 1.1 This Policy applies to people who attend or join BigBlueButton meetings running on infrastructure provided by BBB On Demand. By joining meetings, a Participant agrees to comply with this Agreement:

2. General usage rules

- 2.1 You must not use the Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- (c) in any way that causes, or may cause, damage to the Services or impairment of the availability of the Services.

3. Unlawful Content

- 3.1 You must not upload Content which is illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

- 3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;

- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) constitute a breach of official secrets legislation; or
- (j) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.

4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.

4.3 Content must not be pornographic or sexually explicit.

5. Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent advice

6.1 Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice unless the Participant has the appropriate professional qualifications, insurance and legal authority to provide such advice.

6.2 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour.

7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.

7.4 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

- 7.5 You must not use the Services for the purpose of deliberately upsetting or offending others.

8. Marketing and spam

- 8.1 You must not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
- 8.2 You must not upload Content which contains spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that a Participant find using the Services.
- 8.4 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 8.5 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

9. Regulated businesses

- 9.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.
- 9.2 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.
- 9.3 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

10. Monitoring

- 10.1 You acknowledge that we do not routinely monitor Content uploaded to the Services but have the ability and right to do so if required to enforce this Policy or if required to do so under an order of Court.

11. Data mining

- 11.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

12. Hyperlinks

- 12.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

13. Harmful software

- 13.1 You must not upload Content which consists of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 13.2 You must not upload Content which consists of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

14. Data Protection and limits of liability

- 14.1 The Participant agrees, to the fullest extent allowable in law, to waive any rights to sue or seek financial remedy from the Provider for any issue related to their use the Hosted Services.
- 14.2 The Participant agrees that with respect to their Personal Data, the Provider acts only as a *Data Processor* as defined in GDPR and UK Data Protection legislation. As such, the Provider is not responsible for Subject Access Requests or any other responsibilities which fall to the Data Controller. The Participant agrees that data will be processed and stored as set out in the Data Processing Agreement and Privacy Policy.
- 14.4 To the fullest extent allowable in law, questions and disputes arising from data uploaded by Participants, including but not limited to ownership, copyright status, privacy breaches, slander, defamation, legal liabilities and deletion of data will be a matter between the Participant and the Customer.

15 Definition and interpretations

- 15.2 Capitalized terms and expressions used in this Policy shall have the following meaning or, if not defined here, the meaning set out in section 1.1 of the Terms and Conditions:

"Policy" means this Acceptable Use Policy.

"Content" means any information transferred to the Hosted Services by a Participant.

"Participant" means any person using a BigBlueButton meeting on the Hosted Services.

"You" means any individual Participant; "Your" should be construed accordingly.

"Us" means the Provider; "we" and "our" should be construed accordingly.