

Acceptable

Use Policy

May 2018

Introduction

This Acceptable Use Policy describes the terms between you and us under which you are allowed to access our websites:

- www.highspeedtraining.co.uk
- <https://lms.highspeedtraining.co.uk/>
- www.highspeedtraining.co.uk/hub
- <https://hub.highspeedtraining.co.uk>
- <https://managerbeta.highspeedtraining.co.uk/>
- <https://api.highspeedtraining.co.uk/>
- <https://accounts.highspeedtraining.co.uk/>

This acceptable use policy applies to all visitors to and users of our websites.

Your use of our websites means that you agree to abide by and accept all the policies in this acceptable use policy, which supplement our Terms and Conditions of Website Use.

www.highspeedtraining.co.uk and related websites are operated by High Speed Training Limited (we or us). We are registered in England and Wales under company number 06428976 and we have our registered office at Riverside Business Park, Dansk Way, Ilkley, West Yorkshire, LS29 8JZ which is also our main trading address. Our VAT number is 923 6593 07.

Prohibited Uses of our Websites

You may use our websites for lawful purposes only. You are not permitted to use our websites:

- In any way that is in breach of any applicable national, international or local law or regulation.
- In any way that is fraudulent or unlawful, or has any fraudulent or unlawful purpose or effect.
- To transmit, or procure the sending of, any unauthorised or unsolicited promotional material or advertising or any other form of similar solicitation (commonly known as 'spam').

- To knowingly receive, send, download, upload, use or re-use any material which does not comply with our standards of content which are set out further in this acceptable use policy.
- For the purpose of attempting to harm or harming any minors in any way.
- To knowingly transmit any data or send or upload any material that contains Trojan horses, worms, time-bombs, keystroke loggers, viruses, spyware, adware or any other harmful programs or similar computer code which is designed to adversely affect the correct operation of any computer software or hardware.

You also agree:

- Not to duplicate, reproduce, copy or re-sell any part of our website in contravention of our Terms and Conditions of Website Use.
- Not (without authority) to access, interfere with, disrupt or damage:
 - any section or part of our websites;
 - any network or equipment on which our websites are stored;
 - any software which is used in the provision of our websites; or
 - any network or software or equipment which is owned or used by any third party.

Interactive Services

We may from time to time provide services which are interactive on our websites, which may include, without limitation:

- Chat rooms.
- Bulletin boards.
- E-learning courses

Where we provide any type of interactive service, we will also provide you with clear information to you setting out the kind of service offered, whether it is moderated and what form of moderation is used (such as, for example whether it is technical or human).

We will make our best efforts to consider and assess any possible risks that exist for users (and in particular, for minors) from third parties when they use any of the interactive services which are provided on our websites, and we will consider in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation it is appropriate to use) taking account of those risks. However, we are not under any obligation to monitor, oversee or moderate any particular interactive service

which we provide on our websites, and we expressly exclude our liability for any damage or loss which arises from the use of any particular interactive service by a user which is in contravention of our standards of content, whether the service is moderated or not.

The use of our services which are interactive by any child 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 online safety, as moderation is not foolproof. Children who use any interactive service should be made aware of the potential risks to them.

Where we moderate an interactive service, we will normally provide you with a way of contacting the moderator, should any particular concern or difficulty arise.

Standards of Content

These standards of content apply to all and any material which you contribute to our websites (contributions), and to any interactive services which are associated with it.

You must ensure that you comply with the spirit and the letter of the standards, which are set out below. The standards apply to the whole of each contribution as well as any part.

Contributions must:

- Ensure that they are accurate (where they include facts).
- Ensure that they are genuinely held (where they state opinions).
- Comply with the law applicable in the UK together with any country from which they are posted.

Contributions must not:

- Contain any material which is in any way defamatory of any person.
- Contain any material which is offensive, hateful, inflammatory or obscene.
- Promote or encourage sexually explicit material.
- Promote or encourage violence.
- Promote or encourage discrimination based on sex, race, nationality, religion, disability, age or sexual orientation.
- Infringe any database right, trademark of any other person or copyright.
- Be likely to deceive anybody.

- Be made in breach of any duty owed to a third party, including but not limited to a contractual duty or a duty of confidence.
- Promote any activity which is illegal.
- Be threatening, abusive or invade another person's privacy, or cause distress, annoyance, or inconvenience.
- Be likely to upset, harass, embarrass, annoy or alarm any other person.
- Be used to misrepresent your identity or affiliation with any person or to impersonate any other person.
- Give the impression (if this is not the case) that they emanate from us.
- Promote, advocate or assist any unlawful act such as (for example only) computer misuse or copyright infringement.

Suspension and/or Termination

We will determine, at our absolute discretion, if there has been any breach of this acceptable use policy through your particular use of our websites. When a breach of this policy has taken place, we may decide to take such action as we deem appropriate.

Failure to comply with this acceptable use policy amounts to a material breach of the [Terms and Conditions of Website Use](#) under which you are allowed to use our websites, and may result in our taking any or all of the following actions:

- Immediate withdrawal of your right to use our websites (whether temporary or permanent).
- Immediate removal of any posting or material uploaded by you to our website (temporarily or permanently).
- Issue of a warning to you about your conduct.
- Legal proceedings against you for reimbursement of all costs we have incurred on an indemnity basis (including, but not limited to, legal costs and reasonable administrative costs) which result from the breach.
- Further legal action may be taken against you.
- Disclosure of any such information to law enforcement authorities as we reasonably feel is appropriate and necessary.

We exclude all liability for actions taken in response to breaches of this acceptable use policy. The responses set out in this policy are not limited, and we may take any other action we reasonably deem to be appropriate depending on the particular situation.

Variation of the Acceptable Use Policy

We may vary this acceptable use policy at any time by making amendments to this page. You are expected to check this page from time to time to take note of any changes we make, as such changes are legally binding on you. Some of the provisions which are contained in this acceptable use policy may also be superseded by provisions or notices which are published elsewhere on our websites.