

Stirling University Law Society  
Website Acceptable Use Policy

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## **PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE**

### **What's in these terms?**

This acceptable use policy sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way,

### **Who we are and how to contact us.**

The Students' Association of the University is established in accordance with Article 15 of the Charter of the University of Stirling and shall be called: "the University of Stirling Students' Union" (hereinafter referred to as 'the Union'). The Union is a registered charity (no: SC023788).

[<https://lawstirling.wixsite.com/society>] is a site operated by [Stirling University Law Society] ("We"). We are an affiliate of the Union and our work supports the aims of the charity.

Our main address is: Stirling FK9 4LA, University of Stirling

We are regulated by University of Stirling Students' Union

To contact us, please email [stir.lawsociety@gmail.com](mailto:stir.lawsociety@gmail.com)

### **By using our site you accept these terms**

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our **Privacy Policy**, that explains how we may use your personal information.
- Our **Acceptable Use Policy**, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our **Interactive Services Policy**, which sets out information on uploading your content to our website, copyright and take down procedures.
- Our **Cookie Policy**, which sets out information about the cookies on our site.

## **We may make changes to the terms of this policy**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. [These terms were most recently updated on [01/08/2020] when we changed published these terms and conditions.

## **Prohibited uses**

You may use our site only for lawful purposes.

You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To bully, insult, intimidate or humiliate any person;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our **Content Standards**;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 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;

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our **terms of website use**;
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **Interactive services**

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

- Chat rooms;
- Bulletin boards;
- Blog Pages.

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. The information can be found under our **Interactive Services Terms and Conditions**.

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.

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.

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.

### **Content standards**

These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it. Contribution will occur where:

- you make use of a feature that allows you to upload content to our site;
- or, your content is uploaded to our site after you make contact with our administrators;
- or, to make contact with other users of our site.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

The Stirling University Law Society will determine, in its exclusive discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).

- Comply with the law applicable in England and Wales and in any country from which it is posted.
- Be relevant to the interest of our members and the goals of the society.

A Contribution must not:

- 1) Bully, insult, intimidate or humiliate.
- 2) Be defamatory of any person.
- 3) Be obscene, offensive, hateful or inflammatory.
- 4) Promote sexually explicit material.
- 5) Promote violence.
- 6) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 7) Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual.
- 8) Infringe any copyright, database right or trade mark of any other person.
- 9) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 10) Be in contempt of court.
- 11) Be likely to harass, upset, embarrass, or alarm any other person.
- 12) Impersonate any person or misrepresent your identity or affiliation with any person.
- 13) Give the impression that the Contribution emanates from Stirling University Law Society if this is not the case.
- 14) Express personal views, ideas or conclusions as those of Stirling University Law Society.
- 15) Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act.
- 16) Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- 17) Contain any advertising or promote any services or web links to other sites.

### **Breach of this policy**

Nothing in this paragraph restricts the absolute right Stirling University Law Society has to refuse to publish content on our website.

When we consider that a breach of the **Content Standards** has occurred, we may at our discretion take such action as we deem appropriate. Failure to comply with these Rules constitutes a material breach of the terms of use on which you are permitted to use the Page, and may result in our taking all or any of the following actions:

- 1) Immediate, temporary or permanent withdrawal of your right to use the Page.
- 2) Immediate, temporary or permanent removal of any Contribution already posted on the Page.
- 3) Issue of a warning to you.
- 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.
- 5) Further legal action against you.
- 6) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these Rules. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Action under this paragraph will be subject to the requirements of paragraph: **Procedure to be followed where breach has occurred.**

#### **Procedure to be followed where breach has occurred.**

Nothing in this paragraph restricts the absolute right Stirling University Law Society has to refuse to publish content on our website.

When the committee for Stirling University Law Society wishes to utilise the actions available under paragraph: **Breach of Rules**, the following procedure will be followed:

We shall communicate with the you through written correspondence that action has been taken against your or their content under paragraph: **Breach of Rules**.

Should you wish to challenge actions taken under that paragraph, a hearing shall be organised with the committee for Stirling University Law Society unless there are mitigating factors including:

- You pose a threat to the health and safety of those attending the hearing.
- Action has been taken according to section 4, 5, or 6 of paragraph: **Breach of Rules**.
- Action has been taken due to a breach of section 15 or 16 of the **Content Standards**.

The hearing may take place either, virtually or in person to discuss the content and the steps to be taken.

- a. This meeting will be attended by two committee members and a formal record of the meeting must be kept.
  - b. You shall be given appropriate opportunities to defend yourself.
  - c. You shall be given seven days notice of the meeting and notice must be served within 14 days after the action was taken by the committee.
- 2) The committee may decide to take any steps outlined in paragraph: **Breach of Rules**, during the meeting with you.

**Which country's laws apply to any disputes?**

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction.

If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Scottish law. We both agree to the exclusive jurisdiction of the courts of Scotland.