

## **TERMS AND CONDITIONS**

### **Credit**

This document was created using a Contractology template available at <http://www.contractology.com>.

### **Introduction**

**These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.**

[You must be at least 13 years of age to use this website without parent's or guardian's permission. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 13 years of age or have your parent's or guardians permission.]

[This website uses cookies and IP Tracking. By using this website and agreeing to these terms and conditions, you consent to our use of cookies and IP Tracking in accordance with the terms of Against Bullying's privacy policy.]

### **License to use website**

Unless otherwise stated, Against Bullying and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages [or [OTHER CONTENT]] from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- Republish material from this website (including republication on another website); without direct permission from Against Bullying.
- Print profile pages except for your own account without direct permission from Against Bullying.
- Sell, rent or sub-license material from the website;
- Reproduce duplicate, copy or otherwise exploit material on this website for a commercial purpose.
- Edit or otherwise modify any material on the website; or redistribute material from this website [except for content specifically and expressly made available for redistribution].

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation unless otherwise stated by Against Bullying].]

### **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website, public or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. This includes harassment, spamming and abusive behaviour.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Against Bullying's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Against Bullying's express written consent.

### **Restricted access**

[Access to certain areas of this website is restricted.] Against Bullying reserves the right to restrict access to areas of this website, or indeed this entire website, at Against Bullying's discretion.

If Against Bullying provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

[Against Bullying may disable your user ID and password in Against Bullying's sole discretion without notice or explanation.]

### **User content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant Against Bullying a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Against Bullying the right to sub-license these rights, and the right to bring an action for infringement of these rights.

**Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Against Bullying or a third party (in each case under any applicable law).**

**You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.**

**Against Bullying reserves the right to edit or remove any material submitted to this website, or stored on Against Bullying's servers, or hosted or published upon this website.**

[Notwithstanding Against Bullying's rights under these terms and conditions in relation to user content, Against Bullying does not undertake to monitor the submission of such content to, or the publication of such content on, this website.]

### **No warranties**

This website is provided “as is” without any representations or warranties, express or implied. Against Bullying makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Against Bullying does not warrant that:

- **This website will be constantly available, or available at all; or**
- **The information on this website is complete, true, accurate or non-misleading.**

**Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [Medical/Emotional] matter you should consult an appropriate professional.]**

### **Limitations of liability**

Against Bullying will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- [to the extent that the website is provided free-of-charge, for any direct loss;]
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Against Bullying has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Against Bullying's liability in respect of any:

- fraud or fraudulent misrepresentation on the part of Against Bullying ; or
- Matter which it would be illegal or unlawful for Against Bullying to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify Against Bullying and undertake to keep Against Bullying indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Against Bullying to a third party in

settlement of a claim or dispute on the advice of Against Bullying's legal advisers) incurred or suffered by Against Bullying arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

### **Breaches of these terms and conditions**

Without prejudice to Against Bullying's other rights under these terms and conditions, if you breach these terms and conditions in any way, Against Bullying may take such action as Against Bullying deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Bullying, Abusive Behaviour and Threatening Behaviour**

This website hosts a zero tolerance to Bullying, Abusive Behaviour and Threatening Behaviour, reports of these will be treated with the highest level of attention and will be reported to authorities. Your site access may also be revoked without warning.

### **Variation**

Against Bullying may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

Against Bullying may transfer, sub-contract or otherwise deal with Against Bullying's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions [together with the privacy policy,] constitute the entire agreement between you and Against Bullying in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with Scottish law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of Scotland.

### **Against Bullying Contact Information**

Should you require further information you can contact Against Bullying using the bellow email address. For security reasons Against Bullying reserves the right to keep their address and phone number hidden.

[greig@againstbullying.co.uk](mailto:greig@againstbullying.co.uk)