

## **PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SOIL-LINK MARKETPLACE**

### **WHAT'S IN THESE TERMS?**

This acceptable use policy sets out the content standards that apply when you create a; listing, upload content, create and make a bid, make contact with other users, link to, or interact with in any way the Soil-Link Marketplace. It should be read alongside our Conditions Terms and Conditions. Terms defined the Conditions and used herein shall have the meaning given in the Conditions.

### **PROHIBITED USES**

You may not use the Soil-Link Marketplace:

- If you are under 18.
- 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 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.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content.
- Use of contacts or information gathered from Soil Link to conduct business outside of the Soil Link platform.

You also agree:

- 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.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our site (“**Contribution**”).

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.

Soil-Link will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution:

- Must be accurate (where it states facts).
- Only contain opinions that are genuinely held.
- Must comply with the law applicable in any country from which it is posted and to which the website is targeted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Encourage, promote or provide instructions for deliberate self-harm.
- Encourage, promote or provide instructions for suicide.
- Encourage, promote or provide instructions for an eating disorder or behaviours associated with an eating disorder.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Incite violence or hatred against particular groups.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Include content that would be considered a criminal offence under laws relating to terrorism, child sexual abuse material, racism or xenophobia.
- Infringe any copyright, database right or trade mark of any other person.
- Include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
- Include video content not suitable for BBFC classification.
- Include material that might impair the physical, mental or moral development of persons under the age of 18.

- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Contain illegal content or promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Soil-Link, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- 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.
- Contain any advertising or promote any services or web links to other sites.

### **BREACH OF THIS POLICY**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of our website terms and conditions WEBSITE TERMS AND CONDITIONS upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- 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.
- Further legal action against you.
- 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 this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.