

# Website Acceptable Use Policy

**PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING OUR SITES**

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

This acceptable use policy sets out the terms that apply when you access our sites, upload content to our sites, make contact with other users on our sites, link to our sites, or interact with our sites in any other way. This acceptable use policy applies to all users of, and visitors to, our sites.

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

[www.thenbs.com](http://www.thenbs.com), <https://chorus.thenbs.com>, <https://source.thenbs.com>, [www.ribacpd.com](http://www.ribacpd.com), and <https://toolkit.thenbs.com> (and other sites owned and operated by us from time to time) ("**our sites**") are sites operated by Hubexo North UK Ltd (formerly NBS Enterprises Limited) ("**We**"). We are registered in England and Wales under company number 978271 and have our registered office at The Old Post Office, St Nicholas Street, Newcastle upon Tyne, NE1 1RH, UK.

To contact us, please email [info@thenbs.com](mailto:info@thenbs.com) or telephone our customer service line on 0345 456 9594.

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

By using our sites, 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 sites.

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

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

Our Website Terms and Conditions [Website Terms and Conditions | NBS \(thenbs.com\)](#) also apply to your use of 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 sites, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 19<sup>th</sup> March 2025.

## **Prohibited uses**

You may use our sites 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 anyone, including 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 or any other computing programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- To upload terrorist content.

You also agree not to:

- reproduce, duplicate, assign, rent, sub-licence, loan, mortgage, charge or re-sell any part of any and/or all of our sites in contravention of the provisions of our terms of website use Website Terms and Conditions | NBS (thenbs.com), unless expressly agreed with us in advance in writing.
- use, copy, decompile, disassemble, adapt, merge, translate, reverse engineer or in any other way modify our sites or any aspect of the content of our sites.
- make our sites available, in any form, either in whole or part, to any third party, except as expressly provided in these terms, or agreed with us in advance in writing.
- access without authority, interfere with, damage or disrupt:
  - any part of any and/or all of our sites;
  - any equipment or network on which any and/or all of our sites are stored;
  - any software used in the provision of any and/or all of our sites; or
  - any equipment or network or software owned or used by any third party.
- commercially exploit any and/or all of our sites either in full or in part save as expressly permitted by us.
- Copy or otherwise incorporate any part of any and/or all of our sites and/or content into any other website or service, hard copy or electronic publication or electronic retrieval system except as expressly provided by us.

- use our sites for the purpose of developing and/or maintaining for yourself or for others, an alternative service provision which:
  - directly or indirectly competes with us or any and/or all of our sites; and/or
  - in some way serves the same or a similar purpose as any and/or all of our sites.

You will not attack our sites via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 as amended by Part 5 of the Police and Justice Act 2006. We will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such breach, your right to use our sites will cease immediately.

### **Content standards**

These content standards ("**Content Standards**") apply to any and all material which you contribute to our sites ("**Contribution**"), and to any interactive services associated with it.

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.

We will determine, in our 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.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, harmful, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any intellectual property right, copyright, database right or trademark of any other person.
- 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.
- 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 us, 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.

For the avoidance of doubt, for any Contribution in the form of video content:

- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated 18 or suitable for 18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
- You must not upload a video containing harmful material.
- You must not upload a video containing advertising for any of the following:
  - cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
  - for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.
- Any advertising included in a video you upload must not:
  - prejudice respect for human dignity;
  - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
  - encourage behaviour prejudicial to health or safety;
  - encourage behaviour grossly prejudicial to the protection of the environment;
  - cause physical, mental or moral detriment to persons under the age of 18;

- directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
- directly encourage such persons to persuade their parents or others to purchase or rent goods or services;
- exploit the trust of such persons in parents, teachers or others; or
- unreasonably show such persons in dangerous situations.
- You must use the functionality provided on our sites to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

### **Breach of this policy**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our sites. 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 the terms of website use [Website Terms and Conditions | NBS \(thenbs.com\)](#) upon which you are permitted to use our sites, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our sites.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our sites.
- 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.

### **How this contract can be transferred**

We can transfer our rights and obligations under these terms to any third party, provided this does not adversely affect your rights under these terms.

**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 English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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 English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

v1.2 19<sup>th</sup> March 2025