

# make it happen.

**positivity. inspiration. motivation.**

## **Forum Terms of Use (Facebook)**

These terms (Terms) set out the terms for use of The Elite Network Facebook Closed Group (Forum), which apply to all users of the Forum. Any submission of material by you to the Forum means that you accept, and agree to abide by, all the terms and conditions of these Terms. The Terms supplement our terms of website use, our privacy policy and our acceptable use policy.

## **MODERATION**

The Forum is fully moderated. Every contribution submitted to the Forum (Contribution) will be checked by us or our moderators for compliance with our content standards (Content Standards) before or as soon as reasonably practicable after it is published.

Although the Forum is fully moderated, we are under no obligation to you or any other person to oversee, monitor or moderate the Forum or any other service we provide on our site and we may stop moderating the Forum at any time. We reserve the right to remove, or to disable access to, any Contribution which we deem to be potentially defamatory of any person or which we deem unlawful or in violation of any third party rights. We expressly exclude our liability for any loss or damage arising from the use of the Forum by any person in contravention of these Terms.

## **CONTENT STANDARDS**

These Content Standards apply to each part of a Contribution as well as to its whole. The Content Standards must be complied with in spirit as well as to the letter. We, or our moderators, 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.
- Be relevant.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual.
- Infringe any copyright, database right or trade mark of any other person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- Be in contempt of court.
- 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 third party to commit, or assist any unlawful or criminal act.
- 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.

## **COPYRIGHT**

By submitting a Contribution to the Forum, you agree to grant us a non-exclusive licence to use that Contribution. Although you will still own the copyright in your Contribution, we will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in your Contribution. This licence will be free of charge, perpetual and capable of sub-licence. We may exercise all copyright and publicity rights in the material contained in your Contribution in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material. Please also note that, in accordance with the Content Standards, you must ensure that your Contribution does not infringe any copyright, database right or trade mark of any other person. By submitting your Contribution to the Forum, you are warranting that you have the right to grant us the non-exclusive copyright licence described above. If you are not in a position to grant such a licence to us, please do not submit the Contribution to the Forum.

## **BREACH OF THESE TERMS**

When we or our moderators 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 Terms constitutes a material breach of the terms of use on which you are permitted to use the Forum, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Forum.
- Immediate, temporary or permanent removal of any Contribution already posted on the Forum.
- Issue a warning to you.
- Instigate 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.
- Take further legal action against you.
- Disclose 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 Terms. The actions described above are not limited, and we may take any other action we reasonably deem appropriate.

## **CHANGES TO THESE TERMS**

We may revise these Terms at any time. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you.