



## EvidenceNet Terms of Use

Thank you for visiting EvidenceNet. This page (together with the documents referred to on it) tells you the terms of use on which you may make use of the EvidenceNet website, whether as a guest, a registered user or a contributor. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them.

If you have any concerns about material which appears on EvidenceNet, please contact us by emailing [evidencenet@heacademy.ac.uk](mailto:evidencenet@heacademy.ac.uk).

### Variations

1. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### Jurisdiction and applicable law

2. The English courts will have exclusive jurisdiction over any claim arising from, or related to, the use of our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

### About us

3. Our site is operated by The Higher Education Academy ("We"). We are a company limited by guarantee, registered in England and Wales under company number 4931031 and we have our registered office at Innovation Way, York Science Park, Heslington, York, YO10 5BR. We are also a registered charity in England and Wales (charity number: 1101607). We are owned by Universities UK and GuildHE.

### Acceptable use policy for visitors

4. We reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict

access to some parts of our site, or our entire site, to users who have registered with us.

5. We update our site regularly, and may change the content at any time. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.
6. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
7. When using our site, you must comply with the provisions of our acceptable use policy as described in this document. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.
8. 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.
9. 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 foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
10. EvidenceNet employs the Creative Commons “Attribution Non-Commercial No Derivatives” Licence for the work of contributors. This licence has the following features. Visitors to the website are allowed to:
  - download and share (copy, distribute, transmit, disseminate) the work, as long as they:
    - appropriately acknowledge the author/s;
    - do not use the work for commercial purposes; and
    - do not alter, transform or build upon the work.

Full details of this licence can be found here: [View Legal Code](#)

## **Our liability**

11. The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
  - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

12. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **Information about you and your visits to our site**

13. We process information about you in accordance with our [privacy policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Linking to our site**

14. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page, without our permission. We reserve the right to withdraw linking permission without notice. The website from which you are

linking must comply in all respects with the content standards set out in our acceptable use policy above.

### **Links from our site**

15. Where our site contains links to other sites and resources provided by third parties, we have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **Acceptable use policy for contributors**

16. The following content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

17. Contributions must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in the UK and in any country from which they are posted.
- Be your own work, or you must have the permission of the copyright holder to publish it in EvidenceNet. If it contains material owned by a third party, you must properly attribute that party and you must have secured the permission of that party to include their material in EvidenceNet.

18. Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- 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;

- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - give the impression that they emanate from us, if this is not the case;
  - advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
  - 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.
  - transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
19. We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this 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 use 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 posting or material 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.
20. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate. We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
21. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site. We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out above. We cannot promise nor guarantee that any or all of the contributions submitted to EvidenceNet will be published through EvidenceNet.

22. Please note that all resources on EvidenceNet are subject to the 'rate a resource' facility, whereby users can rate the resource's usefulness from 1-5; in phase 2 users will also be able to write a review of any resource.
23. We reserve the right to remove material from the site for any reason and at any time. We will endeavour to remove in a timely fashion any contributed material on receipt of a request from the holder of the copyright.
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