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## ACCEPTABLE USE POLICY

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This Acceptable Use Policy sets out the terms between you and us under which you may access our mobile and desktop application “My House of Memories App” (**the App**). This acceptable use policy applies to all users of, and visitors to, the App.

Your use of the App means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement our terms of use in association with the House of Memories dementia awareness programmes provided by us.

The App is an application operated by National Museums Liverpool of *World Museum, William Brown Street L3 8EN* (“**we**”/“**us**”).

### PROHIBITED USES

You may use the App only for lawful purposes. You may not use the App:

- 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 or vulnerable adults in any way.
- 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the App in contravention of the provisions of our terms of use;
- Not to post any information about another that includes their identification or financial information;
- Not to collect information about any other without their prior written consent;

- Not to share any password or allow any other to access any profile you may have nor transfer any such profile;
- Not to solicit account information from any other user;
- Not to log on to any profile or similar other than your own without the prior consent of the profile holder
- Not to access without authority, interfere with, damage or disrupt any part of the App; any software used in the provision of the App; 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 the App (**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.

Contributions must:

- Be genuinely held (where they state opinions);
- Comply with applicable law in England & Wales and in any country or territory from which they are posted.

Contributions must not:

- Contain any material which is defamatory of or harmful to any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote adult themed material;
- Promote violence or depict graphic violence;
- Promote cruelty to animals or depict cruelty to animals;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Contain any material that may be harmful to minors or vulnerable persons;
- Infringe any intellectual property rights including without limitation copyright, design rights, 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;
- Include visual images of any individuals who have not given their explicit consent to be featured.

#### **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the App. 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 the App and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the App;
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the App;
- 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.

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.

#### **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy 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 make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our website.