

Young Enterprise

Trading Station JNG terprise Acceptable Use Policy

Last updated: 23 September 2020

Our site available at www.ye-tradingstation.org.uk (including our Trading Station platform available on our site) ("our site") is a site operated by Young Enterprise, a charity registered in England and Wales ("we", "us", "our"). We are an educational charity which engages with young people to harness their personal and business skills and to encourage enterprise. Our charity registration number is 313697 and our registered office is at the Coram Campus, 41 Brunswick Square, London, WC1N 1AZ. We are regulated by the Charity Commission. To contact us, please email ye-tradingstation@y-e.org.uk.

1. This Acceptable Use Policy

This Trading Station Acceptable Use Policy sets out the rules which apply when you access or use our site. This acceptable use policy applies to all users of, and visitors to, our site, including all students and customers who register for or use our Trading Station platform to seek to purchase, sell or supply any products or services.

By accessing or using our site, you confirm that you have read this acceptable use policy and that you agree to be bound by it. If you do not agree to comply with this acceptable use policy then you must not access or use our site.

This acceptable use policy is subject to change at any time, effective upon posting on our site. If there is any part of acceptable use policy that you do not understand, please ask us for clarification.

2. The prohibited uses of our site

You may access and use our site only for lawful purposes. You may not access or 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 minors in any way;
- to send, knowingly receive, post, 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); or
- 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 our site in contravention of the provisions of our <u>Trading Station Website Terms of Use</u>; and
- not to impersonate another person or allow any other person to impersonate you; or

- 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;
 - o any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

3. Our content standards

These content standards apply to any and all content, material and information which you contribute to our site (**content**) and whenever you make use of a feature that allows you to post or upload content to our site or make contact with other users of our site (including interactive areas such as messaging functions, opportunities to provide reviews and other communication facilities and features which allow the listing of product and services). You must comply with the spirit and the letter of the following standards. The standards apply to each part of any content as well as to its whole.

Content must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Content 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, gender, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person or organisation;
- 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, abusive 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; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. Rules for products and services

Where you are purchasing, selling or supplying any products through our site, you must behave in an appropriate manner, act courteously at all times and treat people with respect. Any reviews, ratings or any other feedback you provide, upload or post must be an independent, honest, genuine opinion.

You must not use our site to list or to purchase, sell or supply (or seek to purchase, sell or supply) any of the following products or services, and doing so will lead to the removal of such listings and such other actions as we consider necessary:

- any products which include slogans or designs which are offensive or could affect our reputation;
- any products or services which are illegal or require specific registrations, qualification, licences or authorisations to sell or a requirement to be DBS checked;
- any weapons or products which could reasonably be used to cause harm to others;
- · any medical products or medicines;
- any tobacco, vaping products, alcohol or drugs;
- any live animals or fur products;
- any gambling services;
- any employment services;
- any close contact services, such as beauty treatments or massage;
- any other products or services which we deem to be inappropriate; and
- any other products or services which have not been approved by us using the Trading Station product or service approval process.

Where you place any listing for products or services on our site, it must comply with this acceptable use policy, and in particular all descriptions and images must be accurate and not make any misleading claims.

5. How to contact us

If you have any concerns regarding any behaviour or content on our site you must immediately notify us at ye-tradingstation@y-e.org.uk.

6. Our rights to suspend and terminate

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your access to or 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 our <u>Trading Station Website Terms of Use</u> and <u>Trading Station Terms and Conditions</u> upon which you are permitted to access and 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 access and use our site;
- immediate, temporary or permanent removal of any content posted or uploaded by you to our site;
- issue of a warning to you;
- commence 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; and/or
- disclose 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 acceptable use policy are not limited, and we may take any other action we reasonably deem appropriate.