ALISS Terms and Conditions

1. Introduction

These terms and conditions (together with the documents referred to in it) apply to the use, whether as a visitor or a registered user of ALISS - A Local Information System for Scotland, located at www.aliss.org. Use of ALISS includes accessing, browsing, adding or editing information.

By using the ALISS website, you accept and agree to be bound by these terms and conditions in full. If you don't agree with any or all the terms and conditions, you must **not** use the ALISS website.

2. Background

ALISS is a national digital programme enabling people and professionals to find and share information on resources, services, groups, and support that can help the people of Scotland to live well.

ALISS is operated by the Health and Social Care Alliance Scotland (the ALLIANCE) on behalf of the Scottish Government.

The ALLIANCE is a national third sector intermediary for a range of health and social care organisations, office at:

Venlaw Building

349 Bath Street

Glasgow

G2 4AA

Scottish Charity No. SC 037475, Company No. 307731

You can contact the ALLIANCE by:

- Post, using the address above
- Phone: 0141 404 0231
- Email: info@alliance-scotland.org.uk

3. Definitions

- ALISS website available at http://www.aliss.org
- ALISS Programme the programme of work operated by the Health and Social Care Alliance Scotland (the ALLIANCE) on behalf of the Scottish Government

- Organisation a provider of one or more services, activities, groups or resources that can help people to live well
- **Service** an umbrella term to include any service, activity, group, club, or resource that might help people to live well
- Content all text and data on ALISS
- User/s people who search ALISS or have registered for an ALISS account
- Editor/s trained ALISS users who can update any content on ALISS unless the organisation is claimed

<u>Information Commissioners Office - definitions.</u>

4. Licencing

ALISS allows the use of content under a Creative Commons Licence (Attribution 4.0 International (CC BY 4.0).

You are free to:

- Share copy and redistribute the material in any medium or format
- Adapt remix, transform and build upon the material.

Under the following terms:

- Attribution— You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use
- No additional restrictions— You may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

For more information go to the <u>Creative Commons (CC) website</u>.

5. Cookies

ALISS uses cookies. By using ALISS, you give consent for us to use cookies as outlined in the <u>Cookies Policy</u>.

6. Disclaimer

Whilst ALISS is continually being updated, the ALISS Programme cannot guarantee:

- the content on ALISS is accurate, complete, and current and are under no obligation to update it
- the availability of ALISS or the organisations and services listed.

Whilst we will take reasonable steps to ensure that is ALISS secure and does not contain viruses or other technologically harmful material, we cannot guarantee that ALISS is secure and free from bugs or viruses.

ALISS contains links to external websites, the ALISS Programme is not responsible for, or has any control over, the accuracy, performance, completeness, or suitability of these websites and does not necessarily recommend or endorse the views expressed within them.

The ALISS Programme is not responsible for editing or keeping the information listed on www.aliss.org up to date.

The ALISS programme is not responsible for the services provided that are listed. Any issues or complaints regarding the services provided should be directed to the organisation operating those services.

ALISS is made available free of charge; however, ALISS may link to websites provided by organisations who may charge for the products or services available on their website, you should carry out investigations necessary or appropriate before entering into any agreement with the organisations.

You are solely responsible for reading the legal policies, rules, and terms and conditions of third-party sites and services.

You use ALISS at your own risk, to the limit allowed by law, the ALISS Programme accepts no liability for any loss or damage caused by action or inaction because of you using ALISS or any external links or websites.

The ALISS programme with not be liable for any:

- business losses
- loss or corruption of any data, database, or software
- any special indirect or consequential loss or damage.

The content of ALISS is not intended to replace advice from a doctor or any other health or social care professional. If you have specific concerns about your health or wellbeing, please seek help from a qualified health professional.

The ALISS programme reserves the right to change, close or stop publishing to ALISS at any time with no notice and no compensation as a result.

These terms and conditions may vary from time to time, revised terms will apply to the website from the date of publication. You should check the terms and conditions regularly to ensure familiarity with the current version.

7. Your ALISS Account

You can register for a free ALISS account to add content to ALISS.

The ALISS programme has the right to deactivate any username or password, whether chosen by you or assigned by us, at any time, if in our reasonable opinion, you have failed to comply with any of these guidelines.

By creating an account and password you agree to the ALISS programme sending you emails relating to the content you add to ALISS. This will include, but not exclusively be, an acknowledgement of what you have added.

By registering for an ALISS Account, you agree to follow these terms and conditions and the guidelines within.

By registering for an account, you agree that the ALISS programme will contact you from time to time, with information on any updates to ALISS.

8. Content guidelines

These guidelines apply to all content you add to ALISS.

You must comply with the spirit of the following guidelines as well as the letter. The guidelines apply to each part of any content as well as to its whole.

Any content added to ALISS must:

- Be accurate (where facts are stated).
- Comply with applicable law in Scotland, the UK and in any country from which the content is available
- Be an organisation and service that can help people to live well
- Be available to people in Scotland.

Any content added to ALISS must not:

- Contain any material which is defamatory of any person
- Promote, endorse, or facilitate any activities that clearly involve the consumption of alcohol, illegal drugs or drugs not prescribed by a medical professional
- Promote, endorse, or facilitate any activities that clearly involve gambling
- Contain viruses
- Contain any material which is obscene, offensive, hateful, or inflammatory
- Contain sexually explicit material
- Contain special category personal information (e.g., health information, ethnicity, religion, sexual orientation)
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Infringe any copyright, database right, trademark, or other intellectual property rights of any other person
- Be likely to deliberately 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 originate from the ALLIANCE 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.

You must have third party consent to add personal information.

Whenever you make use of a feature that allows you to upload content, such as a logo, to ALISS, or to contact other users of ALISS, you must comply with these guidelines.

You declare that everything you add to ALISS does comply with these guidelines, and you will be liable to the ALLIANCE and indemnify us for any breach of that declaration.

All content added to ALISS will be considered non-confidential and non-proprietary, as per the ALISS Privacy Policy.

We have the right to remove any content you add to ALISS if, in our opinion, it does not comply with the guidelines or if we are asked to remove the content and, in our opinion, such a request is reasonable.

By adding content to ALISS, you agree that the content you add may be updated by an ALISS Editor.

By adding content to ALISS, you agree that the ALISS programme can contact you to remind you to keep the content up to date.

The ALISS programme reserves the right to change the content you add to ALISS or the organisation you claim.

9. "Claim" this organisation

By claiming an organisation on ALISS, you agree to follow these terms and conditions and the guidance within.

You are required to register for an ALISS account to claim your organisation on ALISS.

You must be a representative of the organisation you are claiming.

All claims are reviewed by the ALISS programme before being approved. We reserve the right to deny or revoke a claim, at any time if, in our reasonable opinion, you have failed to comply with any of these guidelines.

If you claim an organisation, you will be responsible for keeping the content up to date.

The ALISS programme reserves the right to contact the organisation you are claiming to verify your suitability in claiming the organisation. If we cannot verify your identity the ALISS programme will deny the claim.

By claiming your organisation on ALISS, you agree that the ALISS programme will contact you at 6-month intervals to remind you to keep the content up to date.

10. Linking to ALISS

You may link any website owned by you to ALISS, provided you do so in a way that is fair and legal and does not damage the reputation of the ALISS Programme or take advantage of it.

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.

We reserve the right to withdraw linking permission without notice.

The website which you link to ALISS must comply in all respects with the content guidelines set out in section 8 of these terms and conditions.

11. Content added to ALISS

By adding content to ALISS, you grant a non-exclusive, perpetual, royalty-free, transferable and irrevocable licence to use and publicly display such additions throughout the world on ALISS and other external links or websites and on any social media platforms used by us and in any other media which is or may be available in future. You agree that ALISS users can share, print, and save the content (to their ALISS account) you have added.

Whilst the ALISS programme has no responsibility for the content added to ALISS, we reserve the right, in our absolute discretion and without explanation, to remove or edit any information at any time.

12. Governing law

Your use of ALISS and any dispute arising out of such use of ALISS is subject to the laws of Scotland and the UK. All parties to this agreement agree to submit to the exclusive jurisdiction of the Scottish and UK Courts.

Last updated: April 2023

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