

ESMA Platform Terms of Use
v1: 23 September 2020

1. Introduction

This Platform (defined below) is operated on behalf of the employers social mobility alliance by Red Badger Consulting Ltd (<https://red-badger.com>). The employers social mobility alliance (“**ESMA**”) is an unincorporated association which is dedicated to promoting a coordinated and collaborative response across State, Business and Third Sector to address the issues faced by individuals from low income backgrounds when pursuing their career goals.

2. What’s in these terms

These terms tell you the rules you accept to comply with when using services on our platform www.esma.community (the “**Platform**”). Please read these terms of use carefully before using this Platform.

1. By using this Platform you accept these terms

By using our Platform, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Platform. We recommend that you print a copy of these terms for future reference.

2. These terms of use incorporate the ESMA Privacy and Cookie Policy

Our Privacy and Cookie Policy <https://esma.community/privacy-policy.pdf>, sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Platform, you consent to such processing and you warrant that all data provided by you is accurate.

3. We may make changes to these terms

We may update these terms of use from time to time. It is your responsibility to ensure you review these terms regularly to familiarise yourself with any changes. Your use of our Platform following any such changes will constitute your acceptance of the revised terms. These terms were most recently updated on 23 September 2020.

4. We may suspend or withdraw your use of this Platform

Our Platform is made available free of charge. We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform at our sole and absolute discretion. We may do this without notice to you.

We reserve the right to suspend, restrict or terminate your access to all or any part of our Platform at any time at our sole and absolute discretion. We may also permanently ban or temporarily suspend you from using our Platform if you do not comply with these terms of use, at our sole and absolute discretion.

You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

5. How you may use material on our Platform

ESMA is the owner or the licensee of all intellectual property rights in our Platform, and (unless otherwise stated) in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Platform for your personal use and you may draw the attention of others within your organization or learning institution to content posted on our Platform.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

The status of ESMA (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged when use is permitted in accordance with this paragraph 7 of these terms of use.

You must not use any part of the content on our Platform for commercial purposes.

If you print off, copy or download any part of our Platform in breach of these terms of use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may not assign, sub-license or otherwise transfer any or your rights or obligations set out in these terms of use to any other person.

6. Do not rely on information on this Platform

The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. Consequently, we do not accept any responsibility or liability for any actions or omissions that you may take in reliance on such content. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

7. We are not responsible for the websites or third party platforms we link to

Where our Platform contains links to other websites or platforms and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites, platforms, resources or information you may obtain from them. We have no control over the contents of those websites, platforms or resources.

1. Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- o use of, or inability to use, our Platform; or
- o use of or reliance on any content displayed on our Platform.

In particular and without limitation, we will not be liable for:

- loss of revenue, profits, sales or business;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any direct, indirect or consequential loss or damage.

If you are a consumer user:

Nothing in these terms will restrict your statutory rights as a consumer (including your rights to receive a reasonable standard of service, more details about which can be obtained from your local Trading Standards Office or Citizen's Advice Bureau).

Please note that we only provide our Platform for domestic and private use. You agree not to use our Platform for any commercial or business purposes, and we have no liability to you for any loss of revenue, profit, loss of business, business interruption, or loss of business opportunity.

All users:**We are not responsible for viruses and you must not introduce them**

We do not guarantee that our Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.

You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will

co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

8. Rules about linking to our Platform

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.

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 to our Platform in any website or platform that is not owned by you.

Our Platform must not be framed on any other website or platform, nor may you create a link to any part of our Platform other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Platform other than that set out above, please email us at barrymurphy@esma.community

12. Prohibited uses

You may use our Platform only for lawful purposes. You may not use our Platform:

- 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, upload, download, use or re-use any material which does not comply with these terms of use;
- 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 access without authority, interfere with, damage or disrupt:
 - any part of our Platform;
 - any equipment or network on which our Platform is stored;
 - any software used in the provision of our Platform; or
 - any equipment or network or software owned or used by any third party.

13. Contribution standards

The contribution standards in this paragraph 13 apply to any and all material which you contribute to our Platform. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions 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.

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 trademark 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; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

14. What happens if we do not enforce a right under these terms of use against you?

If we decide not to exercise or enforce a right that we have against you (e.g. as a result of you breaching these terms), this does not prevent us from doing so at a later date.

15. What happens if part of these terms is not enforceable?

If any provision of these terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then that invalid or unenforceable part will be deemed deleted from these terms, such invalidity or unenforceability will not affect the other provisions of these terms and they will remain in full force and effect.

16. Can a third party enforce these terms of use?

These terms of use do not create any rights that are enforceable by any person who is not a party to these terms.

17. Which country's laws apply to any disputes?

Please note that these terms of use, their subject matter and their formation, are governed by English and Welsh law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.