

Advance HE

Terms of Use for Advance HE Connect

This document sets out the terms on which you may make use of Advance HE's Online Community Space (the "**Community Space**").

Use of the Community Space means any use of: its content or sources and includes, accessing, browsing, printing, uploading and saving information, taking screenshots of information, and/or registering to use the Community Space. Please read these terms of use carefully before you use the Community Space. These terms of use are available to all users at all times on the Community Space menu and at <https://www.advance-he.ac.uk/advance-he-connect-terms-of-use>. Before creating an account for the Community Space, you will be required to accept these terms of use and the privacy statement. You will have the opportunity to view both documents before accepting them.

If you do not accept these terms of use, you are not authorised to use or continue using the Community Space or any part of it. If you use the Community Space you are deemed to accept these terms of use, and our [privacy statement](#), and [cookies policy](#). You can request a copy by contacting us at the details set out at the end of these terms.

Notwithstanding any other provision of these terms of use, we will not be liable for any loss or damage arising out of or in connection with any use of the Community Space which is inconsistent with these terms of use.

We may amend these terms of use at any time and will display any updated version on the Community Space. You will be required to read and accept the changes to continue to use the Community Space.

Information about us

The Community Space has been commissioned by us, Advance HE ("**we**", "**us**", "**our**" "**Advance HE**"). We are a company limited by guarantee, incorporated in England and Wales under company number 4931031, and registered as a charity in England under charity number 1101607 and in Scotland under charity number SC043946. If you have any comments or questions concerning these terms of use, please contact us by email at Networks@advance-he.ac.uk.

Information about other parties

Advance HE currently uses the cloud services of Hivebrite but may appoint other providers in the future to host and store data. This means that any of your personal information will be held on our secure servers and the secure cloud service provided by Hivebrite or by such other third party providers as appointed by Advance HE from time-to-time to provide similar services. Please also refer to the [Privacy Statement](#) for the Community Space detailing who else we may pass your information on to.

Users of the Community Space

The Community Space provides an online community space for you to network with Advance HE members, as well as other contacts and organisations in the education sector. It also enables you to view information provided by other users for you to be able to engage with each other. The Community Space also provides you with a platform to share resources and information and for you to access some of our online services. You can use the Community Space and any of its features that we may make available from time-to-time.

Accessing the Community Space

Access to the Community Space is permitted on a temporary basis only and we may without notice suspend, withdraw, or discontinue all or any part of the Community Space and/or the ability for you to access any account which you may have registered.

The Community Space can be accessed from outside of the United Kingdom however, we do not represent that the content available on or through the Community Space is appropriate in jurisdictions outside the UK. We may limit the availability of the Community Space or any service or product described on the Community Space to any person or geographic area at any time. If you choose to access the Community Space from outside the United Kingdom, you do so at your own risk.

Your access

The Community Space is only accessible if you have provided us with your contact details including a valid e-mail address directly, via an existing My Academy profile, or through requesting an invitation to join The Community Space from the public homepage in order to log-in to the Community Space. If you have not provided us with a valid e-mail address, you are not permitted to access the Community Space, its content or sources. If you are using the Community Space for the first time, you will be given the opportunity to create and then validate your account.

We reserve the right to monitor your use of the Community Space and our associated infrastructure and services using user tracking and logging by various means (including cookies), and to permit law enforcers to monitor it (which we may permit them to do in real time or by accessing our logging records).

If we believe that you have not complied with these terms of use, we may:

- refuse your further use of and/or access to the Community Space; and/or
- delete or disable your account (if applicable); and/or

- remove and/or edit any of Your Content from the Community Space (please see below).

If your institute is no longer a member of Advance HE, we reserve the right to suspend and/or cancel your access to the Community Space.

It is your responsibility to ensure that you frequently update and revise your password to ensure that your account is secure and to log out of your account at the end of each session. If you know or suspect that anyone other than you knows your log in details, password and/or have accessed your account, please promptly notify us at Networks@advance-he.ac.uk.

Support

If you have any problems using the Community Space, you can contact us by e-mail on Networks@advance-he.ac.uk. We will do our best to resolve your query but we may not always be able to.

Depending on the nature of your query, we may need to refer to Hivebrite or such other third party who provides us with support for the Community Space ("**Third Party Support Providers**"). If this is necessary, we may provide them with information about you in accordance with our Privacy Statement and you may be contacted directly by a Third Party Support Provider so that they can help to resolve your query.

Intellectual property

Advance HE owns, or is licensed to use, all intellectual property rights in and to the Community Space, its content, sources, information, and all technical infrastructure relating to it ("**Materials**"), together with the right for us to grant sub-licences to third parties and individual users. These Materials are protected by copyright and other intellectual property laws and treaties around the world. All such rights are reserved by us. The exception to the above is Your Content, please see "Uploading Content to the Community Space" below for further details regarding this.

You must not modify, or incorporate into derivative works, any digital or hard copies of any Materials that you have saved, downloaded, printed or obtained from the Community Space, and you must not use illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. All other rights in the Community Space and its content and sources are reserved by us and our third party licensors (if appropriate).

In addition, you may not use the Community Space to publish another person's trade secrets, or to publish information in violation of a duty of confidentiality. We may terminate the services of users who are repeat infringers in appropriate circumstances.

You are not permitted to reproduce or exploit, in any way, the Materials for commercial gain. Receiving a monetary sum in return for funding for your personal education will not be deemed a commercial gain for the purposes of these terms of use, provided that you use the Materials in compliance with these terms of use.

You must not use, modify, display, delete, distribute, download, store, reproduce, transmit, publish, sell, re-sell, adapt, reverse engineer or create derivative works of the Community Space Material in any way other than expressly permitted in these terms of use. Except as set out in these terms of use, Materials, items or information in or from the Community Space, which we may make available from time-to-time, may not be copied, reproduced or redistributed in whole or in part without our prior written consent.

We own, or are licensed to use, all trademarks, service marks and logos (the "**Marks**") displayed on the Community Space. You are not permitted to use any of the Marks without our prior written consent.

If you consider that any of the Materials infringes or may infringe your intellectual property rights or any other person's intellectual property rights, please notify us immediately by email to Networks@advance-he.ac.uk.

Limited permission to download, print and make copies of Materials

You may view, save and temporarily download and/or print Materials available on the Community Space solely for personal educational purposes. For the purposes of this section, Materials include personal information relating to other users of the Community Space or information which relates to another individual which you may have access to. You are not permitted to use the Materials or personal information relating to other users of the Community Space for marketing purposes without our prior written consent.

You shall promptly inform us if you have been provided access to Materials which you believe you should not have been granted access to.

By downloading, copying, saving and/or printing any Materials you will be solely responsible for them and ensuring that they are stored securely. For example, this means ensuring access to such Materials is password protected and, if you make hard copies of the Materials, ensuring that they are stored in a secure location in order to prevent unauthorised access by third parties.

You will be solely responsible for any Materials which you download, copy or print and we will not have any liability for any loss or damage arising in connection with downloading, making copies and/or printing Materials and you will be responsible to us for any such loss or damage.

Once you have finished using any Materials or other input requested of you, you must, as soon as practicable, securely destroy and/or permanently erase your login details and any Materials which you have taken screenshots of, copied or printed, and not retain any copy or derivative information.

In the event that we have reason to believe that you have breached these terms of use we may, at any time, require you to immediately securely destroy and/or permanently erase any Materials which you have saved or printed.

Uploading content to the Community Space

When we refer to “**Your Content**” we mean any content created, developed or in any way added on or to the Community Space by you or through your password-protected account. For example, Your Content might include comments, articles, photographs, graphics, audios, videos, presentations, images or spreadsheets. Whenever you make use of a feature that allows you to upload Your Content to the Community Space you must do so in accordance with these terms of use.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also 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.

You must comply with the following standards. The standards apply to each part of any Your Content as well as to its whole.

Contributions must be accurate (where they state facts), 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 and/or contain any material which is obscene, offensive, defamatory, hateful or inflammatory.
- Promote sexually explicit material, promote violence and/or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other intellectual property of any other person and/or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Advertise or promote any products or services.
- Promote any illegal activity and/or violate any local law, rules or regulations.
- Be likely to deceive any person, be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety and/or 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 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

Some uploads of Your Content to the Community Space are moderated to check that Your Content is consistent with these terms of use. We will always try to publish Your Content as soon as reasonably practicable but we cannot guarantee that content you submit for publication through the Community Space will always be published. Advance HE reserves the right to remove any of Your Content from the Community Space if we believe that it does not comply with these terms of use.

By uploading or otherwise adding Your Content to the Community Space, you confirm that you have the consent of anyone who is identifiable in Your Content (or the consent of their parent/guardian if they are under 18). You confirm that Your Content complies with the standards set out in these terms of use and you will be liable to us and be responsible for any loss or damage on a full indemnity basis that we suffer as a result of this confirmation being partly or wholly untrue.

By uploading or otherwise adding Your Content to the Community Space, you grant to Advance HE, free of charge, permission to use Your Content (including modifying and adapting it for operational and editorial reasons) in any media worldwide for the purposes of encouraging networking and wider conversation about opportunities in the education sector. If you do not want Advance HE to make use of Your Content, please do not upload or otherwise add any content to the Community Space.

Provided that Your Content is your original work, you will continue to own Your Content and copyright in Your Content will remain with you. The rights granted to Advance HE to make use of Your Content are not exclusive, so you can continue to use the material in any way, including allowing others to use Your Content.

You are advised to keep a copy of all Your Content because Advance HE cannot guarantee to return a copy of Your Content to you at any time.

If you consider that any responses or Materials do not meet any of the above standards, please notify us immediately by email to Networks@advance-he.ac.uk

Confidentiality and Third Party Data

The Materials which you may have access to may contain information that is highly confidential and may contain personal data (e.g. names and contact details) and sensitive personal data relating to third parties or other users of the Community Space (“**Third Party Data**”). You must treat Third Party Data, the Materials and all other information and/or documents accessible to you on the Community Space as confidential and you must not disclose or permit disclosure or access to (in whole or in part) the content of such documents to any third party, unless you are required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Any use of Third Party Data must be used in accordance with these terms of use and UK data protection legislation (including the General Data Protection Regulation and the Data Protection Act 2018).

Use of the Community Space

In accessing any part of the Community Space (or uploading Your Content to the Community Space) you agree not to:

- use the Community Space in such a way that disrupts, interferes with or restricts the use of the Community Space by other users;
- upload, display or transmit any information and/or materials through the Community Space which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe or may infringe the rights of any other person anywhere in the world;
- (a) impersonate any other user or person or use; (b) misrepresent your identity or affiliation with any person, third party or entity; and (c) access or attempt to access another person's user account;
- reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the Community Space, or attempt to transmit to or via the Community Space any information that contains a virus, worm, trojan horse or other component that is harmful, disruptive or operates without the knowledge or permission of us or any user(s);
- use the Community Space in any way which may violate any local law, rules or regulations;
- use the Community Space to upload or make available information which is confidential to someone else; and
- change, modify, delete, interfere with or misuse data contained on and entered by or relating to any third party user of the Community Space.

If you have grounds to believe that any user is breaching or failing to comply with any of the above requirements, please notify us immediately by e-mail to Networks@advance-he.ac.uk.

No reliance on information

We cannot guarantee the accuracy of content published on the Community Space including information contained in the Community Space or any material made available on Community Space or as part of any reports which provide results of the Community Space. If you believe that any content is inaccurate, please notify us immediately by e-mail to Networks@advance-he.ac.uk.

Although Advance HE will try to review content on the Community Space on a regular basis, Advance HE does not generally review content on the Community Space and is therefore not responsible for the same. Such content is therefore provided as general information only and we cannot guarantee the accuracy of such content. As some content may be provided by users of the Community Space, Advance HE cannot guarantee that such content may be misleading or offensive to other users.

Information that you provide and access

You may be required to provide personal information when using Community Space, such as your name, address, age, gender, and other types of information.

Any information that you provide whilst accessing and using the Community Space must be true, complete and accurate. It is your responsibility to ensure you keep your personal information up to date to ensure that it is true, complete and accurate at all times. If you supply us with personal information through the Community Space, you consent to us using such personal data (including, for example, collecting, storing, sharing and destroying it) in accordance with our [Privacy Statement](#). This means your personal information could be accessed by Hivebrite and our other suppliers and third parties who we rely on to provide the Community Space (to the extent necessary for them to provide their services to us).

You have various rights regarding your personal data including a right to ask us to provide you with personal data that we hold about you and to have any inaccuracies corrected – please refer to the [Privacy Statement](#) in this regard.

Limitations of liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by English Law.

Any information or other material contained in the Community Space are made available strictly on the basis that you accept it on an 'as is' basis. We do not warrant that the Community Space will meet any requirements which you may have or that it, and any content or features on it, will always be available, error free, virus free or uninterrupted, and we do not warrant that the reliability, accuracy and completeness of any Materials or information that have been uploaded to the Community Space.

Where you rely on any information or other material contained in the Community Space (whether uploaded by us or third parties, and including Materials and responses), you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of the Community Space are excluded to the fullest extent permitted by law.

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:

- use of, or inability to use, the Community Space;
- downloading, making copies and/or printing Materials;
- use of the Materials once they have been downloaded, copied and/or printed;
- use of the Community Space contrary to these terms of use; or
- use of or reliance on any content or information on the Community Space, including Materials, responses and content provided by other users of the Community Space and any other third parties.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Owing to the nature of communications systems, we cannot guarantee that the Community Space will always be available to you. We exclude all liability whatsoever, to the fullest extent permitted by law, in respect of any loss or damage arising out of or in connection with any non-availability of the Community Space or any content or feature of the Community Space.

Third party links

Where the Community Space contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and you are responsible for reading, taking account of and complying with the applicable third party terms of use including data protection notices.

Governing law

The Community Space has been designed to comply with English law and these terms of use shall be governed by and construed in accordance with English Law. Any dispute arising out of the accessing or use of the Community Space shall be subject to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland, you may bring proceedings in Northern Ireland or if you are a resident in Scotland you may bring proceedings in Scotland. If you are resident elsewhere in the EU, you can bring a claim to enforce your rights in the EU country in which you live.

Contact details

Questions about these terms of use can be sent to us at Networks@advance-he.ac.uk, by telephone on 01904 717500 or by mail at:

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