

Acceptable Use Policy

This acceptable use policy sets out the terms between you, as the website user, and us, as the website host, under which you may access our website www.bettercarenetwork.org (**our site**). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Terms of Use [<http://bettercarenetwork.org/terms-conditions>].

bettercarenetwork.org is a site operated by Better Care Network, a project of Tides Center.

PROHIBITED USES

You may use our site only for lawful purposes. You may **not** use our site:

- (a) in any way that breaches any applicable local, national or international law or regulation
- (b) in any way that is contrary to the Internal Revenue Service policies and procedures governing nonprofit public charity organizations, including, but not limited to, **electioneering**. In addition to the IRS restrictions referenced, you may not use our site for **lobbying activity of any kind**
- (c) for the purpose of harming or attempting to harm minors in any way
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below
- (e) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (**spam**)

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- (a) (a) chat rooms
- (b) (b) bulletin boards
- (c) (c) any other interactive features (**interactive services**)

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, **we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.**

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (**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:

- (a) be accurate (where they state facts)
- (b) be genuinely held (where they state opinions)
- (c) comply with applicable law in the United States and in any country from which they are posted

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Contributions must not:

- (a) contain any material which is defamatory of any person
- (b) contain any material which is obscene, offensive, hateful or inflammatory
- (c) promote sexually explicit material
- (d) promote violence
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- (f) infringe any copyright, database right or trade mark of any other person
- (g) be likely to deceive any person
- (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- (i) promote any illegal activity
- (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- (k) be likely to harass, upset, embarrass, alarm or annoy any other person
- (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- (m) give the impression that they emanate from us, if this is not the case
- (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse
- (o) **attempt to influence legislation of any specific public election; carry on directly or indirectly, any voter registration drive; or, otherwise conduct electioneering or lobbying activities as defined by the IRS**

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your 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 [terms of use [<http://bettercarenetwork.org/terms-conditions>]] upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use our site
- (b) **immediate, temporary or permanent removal of any posting or material uploaded by you to our site**
- (c) issue of a warning to you
- (d) 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
- (e) further legal action against you
- (f) 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 site.

31st July 2016