APMG Acceptable Use Policy

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING OR ACCESSING ANY APMG WEBSITE OR PLATFORM

1. WHAT’S IN THESE TERMS?
This acceptable use policy sets out the standards that apply when you upload content to any of our websites or platforms (“APMG sites and platforms” or “our sites and platforms”), make contact with other users in any of our sites or platforms, link to an APMG site or platform, or use or interact with any of our sites or platforms in any other way.

2. WHO WE ARE AND HOW TO CONTACT US
APMG sites and platforms are operated by APMG International. APMG International is a trading name of the APM Group Limited (“APMG”, “we”, “us”, “our”). APM Group Limited is registered in England and Wales under company number 2861902 and our registered office is at Sword House, Totteridge Road, High Wycombe, Buckinghamshire, HP13 6DG, United Kingdom. Our VAT number is 603820668.

“You”, “Your” are the person using an APMG site and/or platform.
You can contact us by writing to the address listed above or by emailing help@apmg-international.com

3. BY USING AN APMG SITE OR PLATFORM YOU ACCEPT THESE TERMS
By using any of our sites and/or platforms, you confirm that you accept the terms of this policy and that you agree to comply with them.
If you do not agree to these terms, you must not use any of our sites or platforms.
We recommend that you print a copy of these terms for future reference.

4. THERE ARE OTHER TERMS THAT APPLY TO YOU
The APMG Website and Platforms Terms of Use ("Terms of Use") and Privacy Policy available at https://apmg-international.com/copyright-legal-policies also apply to your use of our sites and platforms.

5. WE MAY MAKE CHANGES TO THE TERMS OF THIS POLICY
We amend these terms from time to time at our discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

6. PROHIBITED USES
You may use our sites and platforms only for lawful purposes. You agreed that you will NOT use any of our sites or platforms:

• in a way that is in any way unlawful or fraudulent under any applicable law or regulation or prohibited by this policy or our Terms of Use;
• to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;

• for illegal purposes or for promotion of illegal or dangerous activities;

• to harm minors in any way;

• to promote physical harm or injury against any government, legal entity, group or individual, or promote or provide instructional information about illegal activities;

• to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

• to solicit passwords or personal identifying information from other users for unintended, commercial or unlawful purposes;

• to harass, stalk or bully another person or user of an APMG site or platform, or take any action intrusive or invasive to another person’s privacy (by posting, for example, another’s address, email, phone number, photograph or any other information) without permission from such other person;

• to 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;

• in any manner that disrupts the operation of our site or business or websites or business of APMG or any other entity or person;

• in any manner that impersonate any person or entity or falsely state or misrepresent your affiliation with APMG or any other person or entity;

• in a manner that exceeds the scope of use or access to our sites or platforms that you (or your employer or principal pursuant to a separate agreement with APMG) have signed up for or are allowed to use or access. This includes, for instance, deleting, adding to or otherwise changing another person’s entries or other content when you have not been given the right to do so, or accessing and using non-public portions of an APMG site or platform, groups or features that you do not have a right to use;

• to represent or suggest that we endorse any other business, product or service unless as provided in the applicable APMG site or platform or if we have separately agreed to do so in writing;

• to gain unauthorised access to or use of our computers, data, systems, accounts or networks;

• to enter personal data which you are not permitted or authorised to enter on our sites or platforms or share with us; and

• to attempt to circumvent password or usurer authentication methods.

You also agree:

• Not to reproduce, duplicate, copy or re-sell any part of an APMG site or platform in contravention of the provisions of the Terms of Use.

• Not to access without authority, interfere with, damage or disrupt:
  - any part of an APMG site or platform;
  - any equipment or network on which an APMG site or platform is stored;
- any software used in the provision of an APMG site or platform; or
- any equipment or network or software owned or used by any third party.

7. INTERACTIVE SERVICES

We may make bulletin boards, chat rooms or other communication services ('interactive services') available on our sites or platforms.

We are not obliged to monitor or moderate submissions to our interactive services. Where we do monitor or moderate submissions we shall indicate how this is performed and who should be contacted in relation to any submission of concern to you.

We may remove or edit any submissions to any of our interactive services whether they are moderated or not.

Any submission you make must comply with our content standards set out below.

8. CONTENT STANDARDS

These content standards apply to any and all material or content which you contribute to our site ("contribution"), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The content standards apply to each part of any contribution as well as to its whole.

We will determine, in our sole discretion, whether a contribution breaches the content standards.

A contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A contribution must **NOT:**

- Be defamatory of any person.
- Be 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 trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- 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.
• Impersonate any person or misrepresent your identity or affiliation with any person.
• Include personal information relating to a third party who has not authorised you to use their personal information.
• Give the impression that the contribution emanates from APMG or any of our group companies.
• Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
• Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
• Contain any advertising or promote any services or web links to other sites.

9.  LINKING AND FRAMING
You may create a link to our main website (https://apmg-international.com/) from another website without our prior written consent provided no such link:
• creates a frame or any other browser or border environment around the content of our site;
• implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our site. For the avoidance of doubt, this does not apply to products or services which you have obtained and hold a valid APMG accreditation;
• displays any of the trade marks or logos used on our sites or platforms without our permission or that of the owner of such trade marks or logos; or
• is placed on a website that itself does not meet the acceptable use requirements of this policy.

We reserve the right to require you to immediately remove any link to our sites or platforms at any time, and you shall immediately comply with any request by us to remove any such link.

You must not use our trade marks, logos or trade names without our prior written approval. If you wish to submit a request for approval, please contact help@apmg-international.com

10.  BREACH OF THIS POLICY
When we consider, at our sole discretion, that a breach of this acceptable use 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 upon which you are permitted to use our sites and/or platforms, and may result in us taking all or any of the following actions:
• Immediate, temporary or permanent withdrawal of your right to use our sites and/or platforms.
• Immediate, temporary or permanent removal of any contribution uploaded by you to any of our sites and/or platform.
• Issue of a warning to you.
• 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.

• Further legal action against you.

• Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

To the extent permitted by law, we exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

11. WHICH COUNTRY’S LAWS APPLY TO ANY DISPUTES?

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

Failure or delay by APMG to exercise or enforce any right or provision of these terms or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect.