

## ACCEPTABLE USE POLICY (1 AUGUST 2020)

### 1 Introduction

- 1.1 Together with our Site's terms and conditions of use <http://toddlodddle.com/terms-and-conditions-of-use/>, this Acceptable Use Policy governs how you may access and use the Site.
- 1.2 You should read this Acceptable Use Policy carefully before using the Site.
- 1.3 Definitions
  - 1.3.1 "Acceptable Use Policy" means this acceptable use policy;
  - 1.3.2 "Site" means toddledoddle.com and all associated web pages;
  - 1.3.3 "Submission" means any text, images, video, audio or other multimedia content, software or other information or material submitted by you or other users to the Site;
  - 1.3.4 "We, us or our" means toddledoddle.com together with the owner of the Site; and
  - 1.3.5 "You or your" means the person accessing or using the Site or its content.

### 2 Acceptable use

We permit you to use the Site only for personal, non-commercial purposes and primarily for accessing information about activities in the south of England. Use of the Site in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted. If you do not agree with the terms of this Acceptable Use Policy, you may not use the Site.

### 3 Restrictions on use

- 3.1 As a condition of your use of the Site, you agree:
  - 3.1.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or our Site's terms and conditions of use <http://toddlodddle.com/terms-and-conditions-of-use/>;
  - 3.1.2 not to use the Site to commit any act of fraud;
  - 3.1.3 not to use the Site to distribute viruses or malware or other similar harmful software code;
  - 3.1.4 not to use the Site for purposes of promoting unsolicited advertising or sending spam;
  - 3.1.5 not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
  - 3.1.6 not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
  - 3.1.7 not to use the Site in any manner that harms minors;
  - 3.1.8 not to promote any unlawful activity;
  - 3.1.9 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
  - 3.1.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;

- 3.1.11 not to attempt to circumvent password or user authentication methods; and
- 3.1.12 to comply with the provisions relating to our intellectual property rights and software contained in our Site's terms and conditions of use <http://toddlodddle.com/terms-and-conditions-of-use/>.

#### **4 Bulletin boards, chat rooms and other interactive services**

- 4.1 We may make bulletin boards, chat rooms or other communication services such as the facility to leave comments and/or reviews of blog posts and/or activities ('Interactive Services') available on the Site.
- 4.2 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.
- 4.3 We may remove or edit any Submissions to any of our interactive services whether they are moderated or not.
- 4.4 Any Submission you make must comply with our Submission standards set out below.
- 4.5 By making a Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Site, and on any other websites operated by us, indefinitely.

#### **5 Submission standards**

- 5.1 Any Submission or communication to users of our Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Submission or communication is:
  - 5.1.1 your own original work and lawfully submitted;
  - 5.1.2 factually accurate or your own genuinely held belief;
  - 5.1.3 provided with any necessary consent of any third party;
  - 5.1.4 not defamatory or likely to give rise to an allegation of defamation;
  - 5.1.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and
  - 5.1.6 unlikely to cause offence, embarrassment or annoyance to others.

#### **6 Linking and framing**

- 6.1 You may create a link to our Site from another website without our prior written consent provided no such link:
  - 6.1.1 creates a frame or any other browser or border environment around the content of our Site;
  - 6.1.2 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;
  - 6.1.3 displays any of the trade marks or logos used on our Site without our permission or that of the owner of such trade marks or logos; or
  - 6.1.4 is placed on a website that itself does not meet the acceptable use requirements of this Acceptable Use Policy.

6.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

## **7 Using the toddle doddle name and logo**

You may not use our trade marks, logos or trade names except in accordance with this Acceptable Use Policy and our Site's terms and conditions of use.

## **8 Breach**

We shall apply the terms of this Acceptable Use Policy in our absolute discretion. In the event of your breach of this Acceptable Use Policy we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action we consider necessary to remedy the breach.

## **9 Law**

This Acceptable Use Policy shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in relation to this Acceptable Use Policy.