



ACCEPTABLE USE POLICY

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1. DOCUMENT CONTROL

Version control and sign-off

Document Title	Acceptable Use Policy					
Owner	Martin Parsons					
Author	Richard Baker					
Version No.	Update Trigger Event	Updated By	Reviewer/ Approver	Approved (Y/N)	Date of Issue	Next Review Date
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Document history

Version No.		Summary of Key Amendments
V.1.0		Initial draft
V.2.0		Final Draft

2. TERMS OF ACCEPTABLE USE

This acceptable use policy sets out the terms between you and us which you may access our website www.drivefuze.com (Our site).

Our site is operated by Drive Fuze Ltd (we or us). We are registered in England and Wales under company number 13840019 and have our registered office at Monometer House, Rectory Grove, Leigh on Sea, Essex, SS9 2HL.

This acceptable use policy also sets out the terms between you and us under which you may access our pages on social media networking sites including (but not limited to) Facebook, YouTube, Instagram, Twitter (Social Media Networking Sites)

Our site and Social Media Networking Sites are collectively referred to in this acceptable use policy as 'our sites'.

This acceptable use policy applies to all users of, and visitors to, our sites.

Your use of our sites means that you accept, and agree to abide by, all the policies in this acceptable use policy, and agree to abide by, all terms and policies of the Social Media Networking Sites

3. PROHIBITED USE

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

- 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;
- for any commercial use without our prior written consent;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards listed at paragraph 4 below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and
- to knowingly transmit any data, send or upload any material that contains viruses.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our sites
- not to access, without authority, interfere with, damage or dispute:
 - any part of our sites;
 - any equipment or network on which our sites are stored;
 - any software used in the provision of our sites, or;
 - any equipment or network or software owned or used by any third party
- not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of our sites or features that
 - prevent or restrict use or copying of any Contributions or content; or
 - enforce limitations on use of our sites or the content accessible on our sites
- not to collect or harvest any personal data of any user of our sites or any service (and agree that this shall be deemed to include account names):
- not to use our sites and the services (including the comments and email features in the sites) for the solicitation of business in the course of trade or in connection with a commercial enterprise, and

- not to solicit, for commercial purposes, any used of our sites.

4. INTERACTIVE SERVICES

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

- chat rooms;
- bulletin boards;
- links to social media networking sites;
- uploads to embedded video sites ;
- apps;
- interactive tools;
- rating services;
- games;

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical)

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our sites, 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 sites, 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.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

5. CONTENT STANDARDS

These content standards apply to all material which you contribute to our sites (contributions), and to any interactive services associated with it.

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);
- be relevant to the topic being discussed, 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 to any person;
- contain any personal information which may identify individuals offline;
- 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 trade mark 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 illegal activity;
- link to third party sites or resources;
- be threatening, abusive or invade other'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 or computer misuse.

6. 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 sites. 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 upon which you are permitted to use our sites, and may result in our taking all or any of the following actions;

- immediate, temporary or permanent withdrawal of your rights to use our sites;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our sites;
- 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; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

So far as legally possible, 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.

This does not include or limit in any way our liability:

- for death or personal injury caused by our negligence;
- under section 2(3) of the consumer protection act 1987;
- for fraud or fraudulent misrepresentation; or
- for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.