



nina-mistry.com

ACCEPTABLE USE POLICY

Everyone who uses our websites and services (users) agrees to adhere to this, our Acceptable Use Policy. We reserve the right to change the policy and it is your responsibility to ensure that you understand and adhere to the current policy. Please also refer to our website user terms and conditions and other policies and terms on our website.

“Your Content” - means any content (such as images, texts, videos or anything else) which you publish, distribute, disseminate, post, send, receive or transmit (publicly or transmitted privately) or ask us to host (“upload”). This includes any feedback and any content which you allow anyone else to provide on your behalf.

1 You acknowledge that you have the right to use this website and upload your content, provided that you comply with this Acceptable Use Policy and the other policies and terms and conditions on our website.

2 As a user you also agree to bring to our attention (by emailing us at nina@nina-mistry.com or by writing to our business address at 2 Moors Lane, St Martins, Oswestry, SY10 7BQ) if you suspect that there may be any potential breach of this Acceptable Use Policy.

3 You agree that you will not do anything which reflects unfavourably on our goodwill and reputation nor that of our website, products and services nor that of any of our associates, advertisers or other users.

4 We do not check, control or endorse any user’s content and are not liable in any way for it nor for any loss or damage of any kind resulting from content, your use of our website and services or anything whatsoever connected with it. However, please do be aware that we reserve the right to remove or suspend our website and any services without notice and at our sole discretion, should we deem there to be any breach, or potential breach, of this policy.

5 You acknowledge that all of your content is your sole responsibility and confirm that you have a right to use it. You must be able to prove your rights and ownership to us if we require you to do so.

6 You must ensure that your content is true, accurate, honest, not misleading, will not amount to any misrepresentation, nor be contrary to any law and not used for any illegal purposes whatsoever, including, but not limited to, committing any crime.



Acceptable Content

7 You should only provide or upload information, and this includes any feedback, which we deem acceptable onto the Website. **Acceptable includes**, but is not limited to, uploads which are fair, true and accurate and comply with all our policies. Uploads which are misleading, discriminatory or breach any law or other person's or organisation's rights are unacceptable. You specifically agree that anything you provide or upload (or allow to be provided/uploaded using their account/details), including any feedback, onto the Website, in any form will:

- (1) Be honest, accurate, not misleading or false and will not amount to any fraud or misrepresentation and will not impersonate any person or entity for the purpose of misleading others.
- (2) Not breach any copyright, intellectual property or the rights of any third party (including disclosing personal and/or confidential information) whatsoever in nature,
- (3) Not be, nor possibly be perceived to be, threatening, defamatory, libellous, discriminatory (in any form), malicious, offensive, bullying, against public decency, nor abusive, offensive or obscene in either language or content nor incite such behaviour in others.
- (4) Not otherwise harass or invade the privacy of any individual or organisation.
- (5) Not contain any restricted or 'password-only access' page, or hidden pages or images (those not linked to or from another accessible page).
- (6) Not be, nor be perceived to be, pornographic.
- (7) Not do anything which reflects unfavourably on the goodwill and reputation of any of our Sellers or other Users.
- (8) Not distribute or disseminate products, material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement).
- (9) Not incite, promote or instruct as to any conduct as described above or which promotes any breach of these Website Acceptable Use Policy and which will not in any way be illegal or contrary to any law.

8 We do not tolerate unsolicited commercial communications, any junk mail, chain letters, unsolicited mail such as Spam or other such similar conduct, commercial or otherwise, and you confirm that you will not engage in any such activity. URLs are allowed providing the link is relevant, useful and necessary.

9 You agree that you will not take any action nor fail to take action, as appropriate, that will in any way undermine any feedback system or sharing of reviews, experiences, opinions, statements, recommendations, and any information.

10 You will not obtain nor attempt to obtain access, through whatever means, to areas of our network, websites or our services which are identified as restricted or confidential or which you are not authorised to access).

11 You agree that you will not use our services in any excessive or other way that could damage, disable, overburden or impair the websites or services or interfere with any other party's use and enjoyment of the websites or services. Unless you have our written agreement otherwise, this includes, but is not limited to,

- (1) making available or using any files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another
- (2) participating in peer-to-peer/file sharing activities
- (3) as a redirection facility or as a file back-up store



(4) collecting or storing personal information about others, including email addresses which does not comply with current, valid applicable Data Protection legislation

(5) use the server as an application server

(6) offer HTTP downloads from other than where the files are directly related to the subject matter of the site

(7) impersonate any person or entity for the purpose of misleading others;

12 You understand that we reserve the right, where necessary, to inform the appropriate authorities (such as the police) if we deem the contents of any upload to breach any law or, as appropriate, our Terms and Conditions.

13 We always advise you to retain up to date copy/back-ups of any anything provided or uploaded. However, it is not our responsibility to retain any back-up or copies and we cannot accept any responsibility whatsoever and will not be liable for any losses, claims or damages which may arise.

14 You specifically agree that we have no liability with respect to your content and its upload and you agree to indemnify us for any loss.

15 If you are unsure about anything in this policy please email us at nina@nina-mistry.com