

## **APMG ACCEPTABLE USE POLICY**

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

### **1. WHAT'S IN THESE TERMS?**

This acceptable use policy sets out the standards that apply to:

- (a) any material or content you upload or share to Our Websites or generate on Our Websites ("**User Content**");
- (b) any interaction or contact you have with other users in any of Our Websites; and
- (c) any link to an APMG Website or interaction with any of Our Websites in any other way.

"**APMG websites**" or "**our websites**", means any of our websites, online platforms and software applications.

### **2. WHO WE ARE AND HOW TO CONTACT US**

APMG websites 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 website.

You can contact us by writing to the address listed above or by emailing [customerservice@apmgroup.co.uk](mailto:customerservice@apmgroup.co.uk).

### **3. BY USING AN APMG WEBSITE YOU ACCEPT THESE TERMS**

By using any of our websites 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 websites.

We recommend that you print a copy of these terms for future reference.

APMG will determine, in its discretion, whether any User Content or your use of any of our websites breaches these acceptable use standards.

### **4. THERE ARE OTHER TERMS THAT APPLY TO YOU**

Our [Terms and Conditions of Use and Sale](#), [Privacy Policy](#) and [Cookie Policy](#) (together with any document referenced therein) also apply to your use of our websites and services.

### **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 websites, please check these terms to ensure you understand the terms that apply at that time.

## 6. PROHIBITED USES

You may use our websites only for lawful purposes. You agreed that you will NOT use any of our websites:

- In any way that breaches any local, national or international law or regulation.
- In any way that is unlawful, fraudulent, harmful or misleading, or for any such purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To promote illegal, dangerous or harmful activities.
- To harm or attempt to harm minors in any way.
- To promote violence or 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 solicitation (spam).
- To solicit passwords or personal information from other users for unauthorised, commercial or unlawful purposes.
- To harass, stalk, bully or otherwise abuse another person or user of an APMG website, or take any action intrusive or invasive to another person's privacy (including posting their address, email, phone number, photograph or other information) without their permission.
- To transmit or upload any material or data containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful or malicious programs or code.
- In any manner that disrupts, damages or interferes with the operation of any APMG website or the business of APMG or any other entity or person.
- To impersonate any person or entity 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 website that you (or your employer or principal pursuant to a separate agreement with APMG) have signed 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 website, 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 website 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 submit personal data that you are not permitted or authorised to enter on our website or share with us.
- To attempt to circumvent password, security, or user authentication methods.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of an APMG website in contravention of the provisions of our [Conditions of Use](#).
- Not to access without authority, interfere with, damage or disrupt:
  - any part of an APMG website;
  - any equipment or network on which an APMG website is stored;
  - any software used in the provision of an APMG website; 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 websites.

We are not obliged to oversee, monitor or moderate submissions to our interactive services. Where we do oversee, 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 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.

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 any of our websites (“**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, at 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 for which you have obtained and hold a valid APMG accreditation;
- displays any of the trade marks or logos used on our websites 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 websites at anytime, 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](mailto: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 websites, and may result in us taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use any or all of our websites.
- Immediate, temporary or permanent removal of any contribution uploaded by you to any of our websites.
- 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. HOW OUR RIGHTS AND OBLIGATIONS CAN BE TRANSFERRED**

We can transfer our rights and obligations under this policy to any third party, provided this does not adversely affect your rights under these terms.

## **12. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, 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 except that if you are a resident on Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident in Scotland, you may also bring proceedings in Scotland.

If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual dispute or claims) are governed by English law. 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.