

## **Sochal – Community Guidelines**

These community guidelines set out the terms between you and us under which you may access our services (including our mobile and desktop applications) available through our website [www.sochal.com](http://www.sochal.com) (**our Services**). These community guidelines apply to all users of our Services.

Your use of our Services means that you accept, and agree to abide by, all the policies in these community guidelines, which supplement our terms of website use.

Our services are operated by Switch Generation Limited (**we** or **us**). We are registered in England and Wales under company number 08558089 and have our registered office at 6th Floor, Blackfriars House, The Parsonage, Manchester, Lancashire, M3 2JA.

## **Prohibited Uses**

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

- 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.
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with our content standards as set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Services and Content in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our Services;
  - any equipment or network on which our Services are stored;
  - any software used in the provision of our Services; or
  - any equipment or network or software owned or used by any third party.

## **Interactive Services**

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

- Community areas.
- Chat rooms.
- Bulletin boards.
- Features allowing you to post, reply to and share comments and content in a variety of formats including, but not limited to, images and video.

### **Interactive services**

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 are under no obligation to oversee, monitor or moderate any interactive service we provide on our Services, 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.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them, even where they are moderated.

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.

### **Content Standards**

These content standards apply to any and all material that you contribute to our Services (**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); 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 of any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote acts of terror or radicalisation;
- Promote child sexual exploitation
- 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 any illegal activity;
- Be threatening, abusive or invade another'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 infringement or computer misuse.

### **Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of these community guidelines through your use of our Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these community guidelines constitutes a material breach of the terms of use upon which you are permitted to use our Services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Services;
- Immediate, temporary or permanent removal of any posting or content uploaded by you to our Services;
- 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; or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these community guidelines. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### **Changes to these Community Guidelines**

We may revise these community guidelines at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in these community guidelines may also be superseded by provisions or notices published elsewhere on our Services.