

SOAS SITE RULES AND GUIDELINES

Welcome to the Applicant Forum. In order to ensure that everyone uses the site in a respectful and safe manor, we wish you to note the following rules of conduct: By using the site, you agree to follow these few simple rules.

- Respect the opinions of others and their privacy and do not post personal details of yourself or others without their explicit consent including personal email addresses.
- Approach your interactions on the forum with an open mind. SOAS is known for engaging in political debates, however you be respectful of the varied backgrounds and experiences of your future classmates.
- Do not use offensive language or post offensive images
- Do not use the forum to advertise or promote products or services

LEGAL NOTICE

ATTENTION: This Legal Notice applies to the entire contents of www.soas.ac.uk/blogs/study and the websites associated services including (but not limited to) SOAS University of London Forums (together the "Website", SOAS). This Legal Notice is issued by SOAS University of London whose registered office is Thornhaugh Street, Russell Square, London WC1H 0XG.

The terms of this Legal Notice along with the Privacy Policy (the "Terms") apply to all:

- a) users, members, subscribers, moderators and person who visits and use the Website; and
- b) content teams, support teams members, forum leaders, article editors and any person holding a similar position of responsibility as may be identified by SOAS University of London from time to time (the "Moderators");

(collectively or individually the "Users").

PLEASE READ THESE TERMS CAREFULLY. Using the Website indicates that you accept the Terms regardless of whether or not you choose to register with us. If you do not accept the Terms, do not use the Website.

1 INTRODUCTION

1.1 By accessing any part of the Website, you shall be deemed to have accepted these Terms in full. If you do not accept these Terms in full, you must leave the Website immediately.

1.2 When using the Website, you will be subject to any additional posted guidelines or rules including (but not limited to), the "Forum Rules and Guidance", "Announcements", "Intellectual Property Rights" or any further guidance (which has been approved by SOAS University of London) posted on the Website from time to time by a Moderator relating to a

specific activity or feature (together the “Guidelines”). All such Guidelines are incorporated by reference into these Terms.

1.3 SOAS University of London reserves the right to revise these Terms (including the Guidelines) at any time by updating them. You should check the Website from time to time to review the then current Terms, because it is binding on you. Certain provisions of these Terms may be superseded by expressly designated Terms or terms located on particular pages of the Website, such as in Forums or Groups.

2 OWNERSHIP

2.1 You acknowledge that the Website is owned and operated by SOAS University of London. Except as provided in clause.

2.2, the copyright and all other intellectual property rights in all material on the Website (including (but not limited to) photographs and graphical images) are owned by SOAS University of London or its licensors.

2.2 The copyright and any other intellectual property rights on the database, the design, text, pictures, graphics and the selection and arrangement of them and in all software compilations, coding, source code, software and in all documents and/or other material on the Web Site belongs to Us absolutely or is licensed to Us.

2.3 Users shall retain ownership rights in the text, messages, chat, files, images, photos, video, sounds, musical works, works of authorship or any other materials that they from time to time post or transmit to the Website (the “User-Generated Content”). Any User-Generated Content you post or transmit to the Website shall be considered non-confidential.

By submitting the User-Generated Content you hereby grant:

2.3.1 SOAS University of London a permanent, non-exclusive, assignable, royalty free licence to display, reproduce, distribute and modify your User-Generated Content.

2.3.2 to all other Users a non-exclusive licence to display, reproduce or perform (if applicable) your User-Generated Content solely as necessary for such User to participate in the relevant Website activity or functionality.

2.3.3 You may only download documents from Our Website for Your own personal and non-commercial use.

2.3.4 You shall only use the documents for research purposes. You shall not pass off or attempt to pass off any documents or images as Your own work. To do so would constitute an infringement of copyright and moral rights and may also breach regulations set out by educational institutions. This will automatically give rights to the owner of such Rights to a legal action against You.

2.3.5 If You believe that the content of Our Web Site or documents in any way infringes Intellectual Property Rights belonging to You or any third party, please contact Us immediately.

2.3.6 With respect to the content you elect to post to other publicly accessible areas of the website, You grant Us the royalty-free, perpetual, irrevocable, non-exclusive licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Coursework (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

2.3.7 You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software ") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

3 USER-GENERATED CONTENT AND CONDUCT

3.1 Any use of the User-Generated Content by Users other than for private, non commercial research or study is strictly prohibited.

3.2 You are prohibited from posting or transmitting to or from the Website any material:

3.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, in breach of confidence, in breach of privacy; or

3.2.2 for which you have not obtained all necessary licences and/or approvals; or

3.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

3.2.4 which is technically harmful (including (but not limited to) computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data. (together "Inappropriate User-Generated Content")

3.3 SOAS University of London shall fully co-operate with any law enforcement authorities or court order requesting or directing SOAS University of London to disclose or identify or locate anyone posting any Inappropriate User-Generated Content.

3.4 SOAS University of London accepts no responsibility for actively monitoring any forums contained in the Website for Inappropriate User-Generated Content. You agree that SOAS

University of London accept no liability whatsoever if SOAS University of London so chooses from time to time to edit, restrict or remove the User-Generated Content.

5 PROHIBITED USE OF THE WEBSITE

5.1 No part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without SOAS University of London's prior written consent.

5.2 You agree that you will not:

5.2.1 use the Website for any purpose that is unlawful (including (but not limited to) by hacking) or prohibited by these Terms;

5.2.2 use the Website in such a manner as would, in the sole discretion of SOAS University of London, cause harm to the Website or other Users or otherwise interfere with the enjoyment of the Website;

5.2.3 harass, abuse, bully, threaten or defraud another User;

5.2.4 use any robot, spider, scraper or other automated means to access the Website for any purpose;

5.2.5 attempt to gain authorised access to the Website through hacking, password mining or any other means; or

5.2.6 interfere or attempt to interfere with the proper working of the Website.

6 MODERATORS (This section is only applicable to moderators)

6.1 Moderators shall be entitled to carry out such day-to-day tasks as are reasonably required for them to carry out their roles (as outlined in the relevant Guidelines), without prior approval from SOAS University of London.

6.2 Moderators shall only be entitled to appoint or delegate authority in relation to the Website (for instance (but not limited to) appointment of a Moderator) with the prior approval of SOAS University of London.

6.3 Each Moderator undertakes that he shall not at any time:

6.3.1 communicate or otherwise make available to any person, in whole or in part, any information provided by SOAS University of London or a User which is marked as confidential or is imparted in circumstances importing an obligation of confidence (for instance (but not limited to) private messages, anonymous posts by Users or posts by Users on a "Ask a Moderator" or "Ask a Mini-Moderator") ("Confidential Information");

6.3.2 use the Confidential Information in whole or in part for any research, development or manufacture;

6.4 A Moderator shall disclose Confidential Information:

6.4.1 to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is permitted to do so, it gives SOAS University of London and, if relevant, the User as much notice of such disclosure as possible; or

6.4.2 to SOAS University of London if the Confidential Information is relevant or subject to an investigation by SOAS University of London for an alleged breach of these Terms, but only to that extent.

6.5 Each Moderator acknowledges and hereby agrees to adhere to the terms of the Privacy Policy and its obligations under the Data Protection Act 1998 in respect of any personal or sensitive information relating to any person that it may have access to on the Website (or any part of it).

6.6 Each Moderator agrees that they will:

6.6.1 not use the Website or the powers conferred on them by SOAS University of London in such a manner as would, in the sole discretion of SOAS University of London, cause harm to the Website or other Users;

6.6.2 use all tools, access to the Website (or any part of it) and any other powers or authorities provided or delegated to them by SOAS University of London solely for the purposes of carrying out their responsibilities as detailed in The Guidelines, and at all times in good faith;

6.6.3 not unduly undermine or criticise User-Generated Content (including Confidential Information) on the Website; and;

6.6.4 not use User-Generated Content (including Confidential Information) to gain an unfair advantage over a User; and

6.6.5 immediately remove any content from the view of Users as soon as it becomes aware, or could reasonably be expected to be aware, of any User-Generated Content posted in breach of the Terms and assist in any subsequent investigation. If such content appears to be in significant breach of the law, or requires action or investigation from SOAS University of London, then in addition, they will immediately notify SOAS University of London.

6.6.6 immediately notify SOAS University of London in the event the Moderator receives a request from a third party or User requiring or requesting any User-Generated Content to be removed from the Website on grounds it is defamatory, illegal, infringing, in breach of confidence or privacy or otherwise in breach of the Terms and for whatever reason such request is not actioned by you by removing the identical material immediately on receipt.

6.7 SOAS University of London may terminate a position of a Moderator immediately without notice for any reason. In such circumstances the Moderator will cease to have access to the Website in its capacity as Moderator. The termination of a Moderator's position will not affect clause 2, 9, 10 and 11 sub-clauses 6.3 to 6.5, and this sub-clause 6.7

6.8 Each Moderator agrees that they will seek SOAS University of London's guidance if they are in doubt about any of the forgoing provisions of this clause 5.

7 LINKS TO AND FROM OTHER WEBSITES

7.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. SOAS University of London has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. SOAS University of London therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

7.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, any page of the Website, and subject to the following conditions:

7.2.1 you do not remove, distort or otherwise alter the size or appearance of SOAS University of London logo;

7.2.2 you do not in any way imply that SOAS University of London is endorsing any products or services other than its own;

7.2.3 you do not misrepresent your relationship with SOAS University of London nor present any other false information about SOAS University of London;

7.2.4 you do not otherwise use SOAS University of London mark displayed on the Website without express written permission from SOAS University of London;

7.2.5 you do not link from a website that you do not have the necessary authority or permission to link from; and

7.2.6 the website you are linking from does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of SOAS University of London or any other person or otherwise does not comply with all applicable laws and regulations.

7.3 SOAS University of London expressly reserves the right to revoke the right granted in clause 7.2 for breach of these Terms and to take any action it deems appropriate.

7.4 You shall fully indemnify SOAS University of London for any loss or damage suffered by SOAS University of London or any of its group companies for breach of clause 7.2.

8 REGISTRATION

8.1 The Website is not available for any person under the age of 12 or to any member banned, suspended or removed from the Website.

8.2 Each registration is for a single user only. SOAS University of London does not permit you to share your user name and password with any other person nor with multiple users on a network.

8.3 Responsibility for the security of your password(s) rests with you.

9 SERVICE ACCESS AND MODIFICATIONS

9.1 While SOAS University of London endeavours to ensure that the Website is normally available 24 hours a day, SOAS University of London shall not be liable if for any reason the Website is unavailable at any time or for any period.

9.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond SOAS University of London's control.

9.3 We reserve the right at any time and from time to time to modify or discontinue, You agree that We shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

10 DISCLAIMER

10.1 We shall use Our reasonable endeavours to ensure the security of Our Web Site. We shall have no Liability where the security of Our Web Site is breached due to acts and/or omissions by You and/or where We have taken all reasonable steps to protect the security and integrity of the Web Site.

10.2 We shall use Our reasonable endeavours to monitor the material on Our Web Site and to ensure that any material that is immoral, unlawful, threatening, abusive, defamatory, obscene, vulgar, profane and/or causes offence is removed from Our Web Site upon receipt of notice of any such material.

10.3 Any postings on the Web Site contain the questions, views, opinions and/or advice of - You and are not Ours.

10.4 We shall have no liability to You for any (including but not limited to):

10.4.1 direct, indirect, incidental, consequential losses or damages;

10.4.2 loss of profits and/or damage to goodwill;

10.4.3 use or inability to Use the Service;

10.4.4 loss of and/or corruption of data or other intangible loss;

10.4.5 transmission of virus and/or any other harmful code;

10.4.6 missed deadlines and/or failed exams;

10.4.7 damages, loss of data due to the network provider failure;

10.4.8 unauthorised access to or alteration of Your Coursework or any other data;

10.4.9 damage to your computer, loss of data resulting to the download of any Coursework from Our Web Site, be it from the result of software viruses, mail bombs, Trojan horses or any other computer code, files or programs designed to interrupt, damage, corrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

10.4.10 conduct of any third party

10.5 Our total Liability to You in relation to any one claim shall not exceed 100% of the initial Registration Fee (excluding automatic renewal fees paid) that You have paid to Us.

10.6 Nothing in these TOS shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other Liability which we are not permitted to exclude or limit as a matter of law.

10.7 Nothing in this Contract shall exclude any of Your Statutory Rights as a consumer.

10.8 YOU FURTHERMORE ACKNOWLEDGE THAT:

10.8.1 THE USE OF THE SERVICE IS AT YOUR SOLE DISCRETION AND RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED TERM OF MERCHANTABILITY, SATISFACTORY DESCRIPTION AND QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY TERM AS TO THE PROVISION OF SERVICES TO A STANDARD OF REASONABLE CARE AND SKILL OR AS TO NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

10.9 WE MAKE NO WARRANTIES THAT:

10.9.1 THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE;

10.9.2 THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE;

10.9.3 ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

10.9.4 SOAS University of London does not warrant the accuracy and completeness of the material on the Website (including the User-Generated Content). SOAS University of London may make changes to the material on the Website (including User-Generated Content), or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and SOAS University of London makes no commitment to update such material.

10.9.5 The material on the Website (including the User-Generated Content) is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, SOAS University of London provides you with the Website on the basis that SOAS University of London excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law) which, but for these Terms, might have effect in relation to the Website (including the User-Generated Content).

11 LIABILITY

11.1 SOAS University of London, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of SOAS University of London's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website (including the User-Generated Content) in any way or in connection with the use, inability to use or the results of use of the Website (including the User-Generated Content), any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website (including the User-Generated Content) or your downloading of any material from the Website (including the User-Generated Content) or any websites linked to the Website.

11.2 Nothing in these Terms shall exclude or limit SOAS University of London's liability for:

11.2.1 death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

11.2.2 fraud; or

11.2.3 misrepresentation as to a fundamental matter; or

11.2.4 any liability which cannot be excluded or limited under applicable law.

11.3 If your use of material on the Website (including the User-Generated Content) results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

YOU AGREE TO INDEMNIFY AND HOLD US AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS,, AND OTHER PARTNERS AND EMPLOYEES, HARMLESS FROM ANY LOSS, COSTS, CLAIMS OR DAMAGES OF WHATSOEVER NATURE, FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF COURSEWORK YOU SUBMIT, POST TO OR TRANSMIT THROUGH THE SERVICE, YOUR USE OF THE SERVICE, YOUR CONNECTION TO THE SERVICE, YOUR VIOLATION OF THE TOS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

12 GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with English Law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

13. TERMINATION

13.1 We may terminate this Agreement immediately if You at any time:

13.1.1 breach the TOS; and/or

13.1.2 are suspected and/or found to be guilty of plagiarism or infringement of copyright in relation to any material provided by Us to You.

13.2 Either party may terminate this Agreement for any reason