Acceptable use policy

1. Introduction

1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:

(a) the use of [the website at *[URL]*, any successor website, and the services available on that website or any successor website] (the "**Services**"); and

(b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2 References in this Policy to "you" are to [any customer for the Services and any individual user of the Services] (and "your" should be construed accordingly); and references in this Policy to "us" are to *[identify provider]* (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before [you upload or submit any Content or otherwise use the Services].

1.5 You must be [at least 18 years of age] to use the Services; and by using the Services, you warrant and represent to us that you are [at least 18 years of age].

2. General usage rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

(a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or

(b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content[, and the use of Content by us in any manner licensed or otherwise authorised by you,] must not:

(a) [be libellous or maliciously false];

(b) [be obscene or indecent];

(c) [infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right];

(d) [infringe any right of confidence, right of privacy or right under data protection legislation];

(e) [constitute negligent advice or contain any negligent statement];

(f) [constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity];

(g) [be in contempt of any court, or in breach of any court order];

(h) [constitute a breach of racial or religious hatred or discrimination legislation];

(i) [be blasphemous];

(j) [constitute a breach of official secrets legislation]; or

(k) [constitute a breach of any contractual obligation owed to any person].

*[additional list items]*

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question[, and in particular for children[ over 12 years of age]].

4.2 Content must not depict violence[ in an explicit, graphic or gratuitous manner].

4.3 Content must not be pornographic[ or sexually explicit].

5. Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true[; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion].

6. Negligent advice

6.1 Content must not consist of or contain any [legal, financial, investment, taxation, accountancy, medical or other professional] advice, and you must not use the Services to provide any [legal, financial, investment, taxation, accountancy, medical or other professional] advisory services.

6.2 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.

7.4 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

7.5 You must not use the Services for the purpose of deliberately upsetting or offending others.

7.6 You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

7.7 You must ensure that Content does not duplicate other content available through the Services.

7.8 You must ensure that Content is appropriately categorised.

7.9 You should use appropriate and informative titles for all Content.

7.10 You must at all times be courteous and polite to other users of the Services.

8. Marketing and spam

8.1 You must not[ without our written permission] use the Services for any purpose relating to [the marketing, advertising, promotion, sale or supply of any product, service or commercial offering].

8.2 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include [all unlawful marketing communications and unsolicited commercial communications].

8.3 You must not send any spam[ or other marketing communications] to any person using any email address[ or other contact details] made available through the Services or that you find using the Services.

8.4 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.

8.5 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

9. Regulated businesses

9.1 You must not use the Services for any purpose relating to [gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity].

9.2 You must not use the Services for any purpose relating to [the offering for sale, sale or distribution of drugs or pharmaceuticals].

9.3 You must not use the Services for any purpose relating to [the offering for sale, sale or distribution of knives, guns or other weapons].

10. Monitoring

10.1 You acknowledge that [we may actively monitor the Content and the use of the Services] OR [we do not actively monitor the Content or the use of the Services].

11. Data mining

11.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

12. Hyperlinks

12.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

13. Harmful software

13.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

13.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

Acceptable use policy: drafting notes

This acceptable use policy document is designed to regulate the use of a website or other online service. The bulk of the policy is concerned with prohibiting certain actions and certain types of content. The policy naturally covers unlawful actions and content, but may also cover actions and content that are undesirable but not unlawful.

As regards unlawful content, this can be addressed in detail or summarily. There is a general prohibition on content that is "illegal or unlawful" or that infringes "any person's legal rights" or that is capable of "giving rise to legal action against any person". Equally, however, there are specific prohibitions relating to defamation, obscenity, copyright infringement, data protection rights, and so on.

As regards merely undesirable content (i.e. content that is not unlawful), the acceptable use policy includes provisions prohibiting content that depicts violence, pornography and other sexually explicit content, and inaccurate / misleading content. Whether or not it is appropriate to retain these prohibitions when editing the template will depend upon the nature of the service and its audience.

Clause 1: Introduction

Clause 1.1

The use of which services is to be governed by the acceptable use policy?

Specify the URL of the relevant website.

Clause 1.2

Whose behaviour does the policy regulate?

Identify the provider of the services.

Clause 1.3

Optional element.

Clause 1.4

Optional element.

At what point will the express agreement to the terms of the policy be sought?

Clause 1.5

Optional element. Do any age restrictions apply to the use of the services?

What is the minimum age for service users?

Clause 3: Unlawful Content

Clause 3.1

This very general prohibition against unlawful user content may be supplemented by rules relating to specific kinds of illegality, as well as prohibitions upon lawful but undesirable content.

Clause 3.2

Optional element.

Clause 3.3

Optional element.

Clause 4: Graphic material

Optional element.

Clause 4.1

Do you want to specify that content must be suitable for children (or children over some defined age)?

What, if any, age floor should be specified?

Clause 4.2

Optional element.

Is the prohibition of violent content limited to explicit, graphic and/or gratuitous violence?

Clause 4.3

Optional element.

Is non-pornographic but sexually explicit material permitted?

Clause 5: Factual accuracy

Optional element.

Clause 5.2

Optional element.

Should wording designed to prohibit opinions that may, if defamatory, be indefensible under the "honest opinion" defence be included?

Clause 6: Negligent advice

Optional element.

Clause 6.1

Optional element.

Clause 6.2

Optional element.

Clause 7: Etiquette

Optional element.

Clause 7.1

Optional element.

Clause 7.2

Optional element.

Clause 7.3

Optional element.

Clause 7.4

Optional element.

Clause 7.5

Optional element.

Clause 7.6

Optional element.

Clause 7.7

Optional element.

Clause 7.8

Optional element.

Clause 7.9

Optional element.

Clause 7.10

Optional element.

Clause 8: Marketing and spam

Optional element.

Clause 8.1

Might permission be granted in some cases in relation to these otherwise prohibited activities?

Specify the marketing-related purposes that are specifically prohibited.

Clause 8.2

What does "spam" include?

Clause 8.3

Should this prohibition cover only spam, or all marketing communications?

Should this prohibition relate only to email addresses, or should it cover all types of contact information?

Clause 9: Regulated businesses

Optional element.

Clause 9.1

Optional element.

What, specifically, is prohibited here?

Clause 9.2

Optional element.

Clause 9.3

Optional element.

Clause 10: Monitoring

Optional element.

Clause 10.1

Will the content and services be monitored?

Clause 11: Data mining

Optional element.

Clause 12: Hyperlinks

Optional element.

Clause 13: Harmful software

Optional element.

Clause 13.2

Optional element.