

gigpig.uk - ACCEPTABLE USE POLICY

BY USING OUR SITE YOU AGREE TO THIS POLICY – PLEASE READ IT CAREFULLY

This Acceptable Use Policy applies to your use (whether as an Artist and/or as a Venue of gigpig.uk) of the Site, to all Content you upload or post on the Site, to your dealings with and any interactivity with other Users of the Site. This Acceptable Use Policy sets out what you are and you are not permitted to do on the Site. In this Acceptable Use Policy, words or terms that are capitalised have the same meanings as in our Terms for all Users. This Acceptable Use Policy forms part of and is incorporated into our Terms and Conditions (as defined below) and forms part of the Agreement between you and us.

1. By using the Site and/or the Services site you accept this Acceptable Use Policy. You confirm that you accept the terms of this Acceptable Use Policy and that you agree to comply with them. If you do not agree to the terms of this Acceptable Use Policy, you must not use our Site. We recommend that you print a copy of these terms for future reference.
2. The following other Terms may apply to you and your use of the Site and/or the Services:
 - 2.1 Terms for all Users https://gigpig.uk/legal/gigpig_terms_all_users.pdf;
 - 2.2 Terms for Venues https://gigpig.uk/legal/gigpig_terms_venues.pdf;
 - 2.3 Terms for Artists https://gigpig.uk/legal/gigpig_terms_artists.pdf;
 - 2.4 Privacy Policy https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf; and
 - 2.5 Cookie Policy https://gigpig.uk/legal/gigpig_privacy_cookie_policy.pdf.

the above being, collectively with this Acceptable Use Policy, our “**Terms and Conditions**”.

3. We may make changes to the terms of this Acceptable Use Policy. We amend this Acceptable Use Policy from time to time but will do so in accordance with the Terms and Conditions. Every time you wish to use our Site, please check this Acceptable Use Policy to ensure you understand the terms that apply at that time.
4. **Prohibited uses:** you may only use the Site only for lawful purposes. You may not use our Site:
 - 4.1 in any way that breaches any applicable local, national or international law or regulation;
 - 4.2 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - 4.3 for the purpose of harming or attempting to harm minors in any way;
 - 4.4 to bully, insult, intimidate or humiliate any person;
 - 4.5 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (see below);
 - 4.6 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

- 4.7 to knowingly transmit any data, send or upload any material or Content 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;
- 4.8 to engage in any conduct that is misleading or deceptive, or is likely to mislead or deceive any other User;
- 4.9 to copy, reproduce, adapt, change, edit, record, share, publish, communicate to the public or otherwise distribute or disseminate any other User's Content without their prior written consent (and we may require you to show you have this if you undertake any of the foregoing acts);
- 4.10 to infringe ours or any other person's rights, including (but not limited to) their intellectual property rights (such as copyrights), moral rights or other personal or proprietary rights, privacy rights and/or data protection rights;
- 4.11 to impersonate us, our Affiliates or any other person, company or entity;
- 4.12 to provide false account registration information or make unauthorised use of anyone else's information or Content;
- 4.13 to do anything or take any actions to violate or try to get around the terms of this Acceptable Use Policy (such as using codes);
- 4.14 to decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of the Site;
- 4.15 to do anything that does, or seeks to, interfere with or affect the Site, its security or the ability of other Users to use the Site.

5. You may not:

- 5.1 use any automated program, tool or process (such as web crawlers, robots, bots spiders, and automated scripts) to access the Site or any server, network or system associated with Site, or to extract, scrape, collect, harvest or gather content or information from the Site;
- 5.2 use our and/or the Site's trademarks, images, name, logos, designs or other related materials, or the Site and/or the Services generally, in any way that is prohibited and/or otherwise not permitted or set out in the Terms and Conditions.
- 5.3 reproduce, duplicate, disseminate, distribute, copy or re-sell any part of the Site except if we have specifically permitted you to do so in the Terms and Conditions.

6. Content Standards:

- 6.1 The Content Standards set out in this Clause 6 apply to any and all Content you upload, post or otherwise contribute to the Site. The standards apply to each part of any Content as well as to its whole.
- 6.2 We will determine, in its discretion, whether Content breaches the Content Standards.
- 6.3 All Content, Artist Profile Details and/or Venue Profile Details must:
 - (a) be accurate (where it states facts);

- (b) be genuinely held (where it states opinions);
- (c) comply with the law applicable in England and Wales and in any country from which it is posted.

6.4 All Content Artist Profile Details and/or Venue Profile Details must not:

- (a) be defamatory of any person;
- (b) be obscene, offensive, hateful or inflammatory;
- (c) bully, insult, intimidate or humiliate;
- (d) includes or promotes nudity and/or sexually explicit material;
- (e) include child sexual abuse material;
- (f) promote violence;
- (g) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (h) infringe any copyright, database right, trade mark or any other intellectual, moral and/or proprietary right of any other person;
- (i) be likely to deceive any person;
- (j) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (k) promote any illegal activity;
- (l) be in contempt of court;
- (m) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (n) be likely to harass, upset, embarrass alarm or annoy any other person;
- (o) impersonate any person, or misrepresent your identity or affiliation with any person;
- (p) give the impression that the Content emanates from us, if this is not the case;
- (q) 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;
- (r) 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;
- (s) contain any advertising or promote any services or web links to other sites;
- (t) include, make reference to and/or show any person under 18 years old or any other person unless you have received, in advance, the prior written consent of that person (and we may require you to confirm this)

to be included or referred to (whether by name and/or image) in your Content.

- 6.5 You must not upload, post, share or otherwise contribute any Content, Artist Profile Details and/or Venue Profile Details which contains, shows, promotes, advocates, advertises or refers to:
- (a) any goods or services that are prohibited or restricted by any laws including, without limitation, guns, weapons, drugs or drug paraphernalia, alcohol and/or tobacco;
 - (b) suicide, self-harm or harm to others;
 - (c) sexual practices that are unlawful or restricted by any laws including (without limitation) any activity where there is no consent by the individual concerned, sexual violence, incest, bestiality, rape, torture, sadomasochistic abuse or hardcore bondage, genital mutilation and/or sexual assault;
 - (d) necrophilia, urine, scatological, or excrement-related material;
 - (e) so-called "revenge porn";
 - (f) escort services, sex trafficking, or prostitution;
 - (g) unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone else in a non-consensual way, or contains fake or manipulated sexual content in relation to another User or anyone else (including "deepfakes");
 - (h) hate speech – that is any Content which is intended to vilify, humiliate, exclude, demonise, attack, threaten, or incite hatred, fear of, or violence against, any individual or group based on race, ethnicity, gender, gender identity, expression and/or orientation, country or national origin, immigration status, caste, religion, age, disability, serious disease or any other trait protected by law or generally considered to be or should be safe and free from such activities as are set out above;
 - (i) any other person's personal data or private or confidential information (including, without limitation, email addresses, telephone numbers, street addresses, names, registration details to permit access to the Site and/or bank account and credit card details without that person's express prior written consent.
 - (j) third party commercial activities or sales, such (without limitation) as investment opportunities, lotteries, prize draws, sweepstakes, employment opportunities or posts, sales promotions, product placements and/or advertising without our prior express consent.

7. Breach of this Acceptable Use Policy:

- 7.1 When we consider that a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.
- 7.2 Failure to comply with this Acceptable Use Policy constitutes a material breach of the Terms and Conditions under which you are permitted to use our Site, and may result in our taking all or any of the following actions (without prejudice to any other rights and remedies we may have whether under the Terms and Conditions or at law generally):

- (a) immediate, temporary or permanent withdrawal of your right to use the Site;
- (b) immediate, temporary or permanent removal of any contribution uploaded by you to our Site;
- (c) issue of a warning to you;
- (d) 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;
- (e) further legal action against you;
- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

7.3 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.