

Institute of the Motor Industry – acceptable use policy

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING OUR SITE, THE IMI CONNECT PLATFORM, THE PROFESSIONAL REGISTER OR OUR SOCIAL MEDIA PLATFORMS.

WHAT'S IN THESE TERMS?

This acceptable use policy (the “**Policy**”) sets out the content standards that apply when you:

- upload content to;
- make contact with other users on;
- link to; or
- interact in any way with,

our:

- [website](#) (the “**Site**”);
- [IMI Connect Platform](#) (the “**Platform**”);
- IMI Social Media Platforms (see below); or
- [professional register](#) (the “**Professional Register**” and together, the “**IMI Media**”).

For the purposes of this Policy, “**IMI Social Media Platforms**” shall include our [Twitter](#), [Facebook](#), [YouTube](#), and [LinkedIn](#) profiles, in addition to any other profiles or accounts that we may establish or maintain from time to time on any web-based applications and online forums which allow users to interact, share and publish content such as text, links, photographs, audio and video.

Click on the links below to go straight to more information on each area:

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WHO WE ARE AND HOW TO CONTACT US

The IMI Media is operated by the Institute of the Motor Industry (“**We**”, “**Us**” or the “**IMI**”). We are registered in England and Wales under company number 00225180 and have our registered office at Fanshaws, Brickendon, Hertford, SG13 8PQ. Our VAT number is GB 916549892.

We are a private company limited by guarantee, without share capital. Founded in 1920, the IMI’s purpose is to provide, and continuously evolve, the means by which people working in the automotive sector can attain relevant professional competence and appropriate recognition.

To contact us, please [Send us a message](#) or call us on 01992 519025.

BY USING THE IMI MEDIA YOU ACCEPT THESE TERMS

By using the IMI Media, you confirm that you accept these terms of this Policy and that you agree to comply with them. If you do not agree to these terms, you must not use the IMI Media.

We recommend that you retain a copy of this Policy for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

The following terms and policies shall also apply to your use of the IMI Media:

- Our [Website terms of use](#)
- Our [Privacy Policy](#)
- Our [Cookie Policy](#), which sets out information about the cookies on the IMI Media.

WE MAY MAKE CHANGES TO THE TERMS OF THIS POLICY

We may amend the terms of this Policy from time to time. Every time you wish to use the IMI Media, please check this Policy to ensure you understand the terms that apply at that time.

PROHIBITED USES

You may only use the IMI Media for lawful purposes. You may not use the IMI Media:

- 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 of effect;
- for the purpose of harming or attempting to harm any person in any way;
- to bully, insult, intimidate or humiliate any person;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#);
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 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 the IMI Media in contravention of the provisions of our [website terms of use](#); and
- not to access without authority, interfere with, damage or disrupt:
 - any part of the IMI Media;
 - any equipment or network on which any aspect of the IMI Media is stored;
 - any software used in the provision of the IMI Media; or
 - any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may provide interactive services on the IMI Media, including, without limitation:

- chat rooms;
- bulletin boards;
- forums;
- surveys; and
- any other interactive features provided from time-to-time

(the “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 will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Service provided on the IMI Media, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on the IMI Media, 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 fool proof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

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 which you contribute to the IMI Media (a “**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 standards apply to each part of any Contribution as well as to its whole.

The IMI will determine, in its sole and absolute discretion, whether a Contribution breaches the content standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions); and
- 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;
- bully, insult, intimidate or humiliate;
- include or promote sexually explicit material;
- include or promote child sexual abuse material;
- promote or incite 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;
- include or promote any illegal content or activity;
- be in contempt of court;
- be threatening, abusive or invade another person’s privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or calculated to annoy any other person;

- impersonate any person or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from the IMI, if this is not the case;
- 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; or
- contain any advertising or promote any services or web links to other sites.

BREACH OF THIS POLICY

When we consider that a breach of this Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Policy constitutes a material breach of the [Website terms of use](#) upon which you are permitted to use the IMI Media, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the IMI Media;
- immediate, temporary or permanent removal of any Contribution uploaded by you to the IMI Media;
- issue a warning to you;
- commence 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; and
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as may be required by law.

We exclude our liability for all action we may take in response to breaches of this Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

HOW THIS CONTRACT CAN BE TRANSFERRED

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

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 of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of 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 disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.