

Meridian Innovation Platform Acceptable Use Policy

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE

WHAT'S IN THESE TERMS?

This acceptable use policy ('this Policy') sets out the content standards that apply when you upload content to our Platform, Meridian Innovation Exchange ('the Platform'), make contact with other users on our Platform, link to our Platform, or interact with our Platform in any other way.

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USER CONDITIONS

You must be 18 or over to register for the Platform and the Services.

CONTENT STANDARDS

These content following standards ('Content Standards') apply to any and all material which you contribute to our Platform (Contribution), and to any interactive services associated with it.

The cContent sStandards 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. Any Submission, which is seen to not conform to the Content Standards, may be rejected.

West Midlands Academic Health Science Network (WMAHSN) will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be in line with our aAims (<http://www.wmahsn.org/about-us>). Any Submission, which is seen to not conform to these statements, may be rejected.
- Match our defined themes, priorities and values, however, other innovations that have strong merits can also be submitted.
- Be original Contributions and must not copy another individual's innovation or infringe any previous held third party Intellectual Property
- Ensure that their innovation isBe as complete as possible. Contributors cannot submit make a submission without completing all mandatory fields on the submission form.

- Be clear and use correct grammar, capitalisation and punctuation. The Contributor should make it as easy as possible for us to understand your innovation. Do not use text language, all capitals or mixed case.
- Be relevant and not descend into partisanship or generalisations.
Be appropriate in content and tone (e.g. they must not amount to racism, sexism, ageism, or homophobia).
- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales

A Contribution must not:

- Give the impression that the Contribution emanates from WMAHSN, 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.
- Contain any advertising or promote any services or web links to other sites.

Reveal another User's personal details, such as their surname, address, contact numbers, email address or other identifying information.

have the following content/theme:

1. Politics and political symbols
2. Promotion of sex, illegal drugs or smoking
3. Swearing
4. Death, killing, blood, terrorism or torture
5. Racism, bullying or cruelty to animals
6. Contesting our policies, procedures and decisions made by us.

We welcome debate and dissent, but personal attacks on individuals or on other Platform users will not be tolerated. If you find yourself involved in a discussion which is becoming increasingly heated, consider walking away from it rather than getting drawn into comments that might breach our guidelines.

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PROHIBITED USES

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

- In any way that breaches, or encourages others to break, any applicable local, national or international law or regulation (including but not limited to the Defamation Act 2013, Equality Act 2010, Data Protection Act 2018)
- In any way that infringes copyright or other intellectual property rights
- 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 make defamatory comments about others
- 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)
- 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
- To harass, threaten or attack anyone or otherwise behave in any way that would cause annoyance or distress to other Users
- To collect and/or distribute personal data concerning other Users
- To impersonate another person, whether a friend, family member, celebrity, moderator, another User or an employee or any member of WMAHSN
- To post chain letters or pyramid schemes
- To use multiple logins for the purpose of disrupting the community or annoying other Users
- To deliberate misuse or spam the Platform or the complaints facility.

Submissions related to the below topics do not fit our brand values and will not be approved for submission:

1. Politics and political symbols
2. Promotion of sex, illegal drugs or smoking
3. Swearing
4. Death, killing, blood, terrorism or torture
5. Racism, bullying or cruelty to animals
6. Contesting our policies, procedures and decisions made by us.

We ask that you do not post any content (including for example, in your Profile) that breaches our terms of use agreement for the Platform (the "Agreement"), including by way of example content that:

- Breaks the law, or encourages other to break it;
- Makes defamatory comments about others;
- Infringes copyright or other intellectual property rights;
- Reveals another User's personal details, such as their surname, address, contact numbers, email address or other identifying information;

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our terms and conditions of accessing the Meridian Innovation Platform (https://meridian.wmahsn.org/files/20151002_TC.pdf)

- Not to access without authority, interfere with, damage or disrupt:
- any part of our Platform;
 - any equipment or network on which our Platform is stored;
 - any software used in the provision of our Platform; or
 - any equipment or network or software owned or used by any third party.

- Not to collect user names and/or email addresses of Platform subscribers and/or any other data or content from the Platform by electronic or other means (including automated web crawlers and spiders) and whether for the purpose of sending unsolicited email, data aggregation, transmission to or storage in another site, or otherwise.

We reserve the right to remove from the Platform, without notice and at our sole discretion, any content that we consider inappropriate for the Platform. We may also ban, block or delete any user accounts if, according to our sole judgement, their owners or Users have infringed the Agreement or are using our service in a manner that we consider inappropriate.

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INTERACTIVE SERVICES

Our Platform and services are about our regional members. We want to engage them and hear their views and we ask for their participation. To do so, we may from time to time provide interactive services on our Platform, including, without limitation:

Comment Functions

Voting Functions

Discussion boards.

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 from third parties when they use any interactive service provided on our Platform, 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 our Platform, 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.

We respect our Users and would ask that they respect each other. In areas of our Platform where you can express yourself or interact with others, we ask that you stick to what is legal, tasteful and civil.. Our moderators will read your complaints and act if necessary.

Our Platform and the Services are about our regional members. We want to engage them and hear their views and we ask for their participation and vigilance. If you see something on the Platform that has been posted by another reader and that you think is inappropriate, please let us know right away by contacting meridian@wmahsn.org. Our moderators will read your complaints and act if necessary.

How We Moderate

We monitor any complaints we may receive regarding content displayed on our Platform. If you see something on the Platform that has been posted by another reader and that you think is inappropriate, please let us know right away by contacting meridian@wmahsn.org If you want to contact us to report offensive contributions, always contact meridian@wmahsn.org and provide us with a link along with a full and complete description of the location of the content you believe to be inappropriate. We ask that you always log- in to file these reports. This ensures that we know the exact location of the content complained about, and it helps us prevent campaigns that target individuals anonymously. When reporting about another User's contribution, make sure you state why you think it breached this Policy our Agreement. Disagreement with someone's views is not a reason to report them.

When we receive your complaint, we will evaluate it and decide on the most suitable action. We will not normally confirm the steps we take to the complainant, as this may breach the rights and privacy of others, but rest assured that all complaints will be checked promptly and professionally. In some cases, we may have to remove an entire segment of content, including messages that do not breach our terms, if they were part of a topic that was in breach of our Agreement or where the context is lost or does not make sense once we removed offensive content.

Community standards

We welcome debate and dissent, but personal attacks on individuals or on other Platform users will not be tolerated. If you find yourself involved in a discussion which is becoming increasingly heated, consider walking away from it rather than getting drawn into comments that might breach our guidelines.

In line with this, we will not tolerate racism, sexism, ageism, homophobia or contributions that could be interpreted as such. We will also remove any content that others might find offensive or threatening; so please try to keep a reasonable tone.

We will consider curtailing conversations that descend into partisanship or generalisations, so please keep it relevant. We expect commercial posters to identify themselves and their interests if they are making points in which they have a commercial interest, and we will remove any posts that are blatantly advertising or spam-like.

Legal issues and the Defamation Act 2013 Legal considerations

User generated content, including comments, is subject to the UK laws of libel, copyright and contempt of court (among others). We incur risks as the platform host, but users can also risk civil or criminal legal action. If you think your post might result in a legal problem, the best course is not to post it. If you want to raise an issue about a policy, company, or patient safety issue that is likely to throw up legal issues, please contact one of our reporters so we can investigate.

The major legal risk to publishers in the UK is libel. This is a branch of defamation, the law that protects people's reputation. A libel action can be extremely expensive in terms of legal costs and damages and website users have been successfully sued for posts they have written.

Therefore:

- If we do remove material in response to a complaint under the Defamation Act, under no circumstances should it be re-posted to the Platform.

- Don't defame the reputation of individuals, by casting aspersions on them, their career or competency. Suggestions of criminality, dishonesty, fraud, incompetence, insolvency, and immorality can all be defamatory unless they can be proved to be true by the person making (publishing) the accusation. This is not an exhaustive list. Think, how would you feel if it were written about you?
- Don't make sweeping statements rubbishing companies, their products, or procedures. All the same issues arise, and companies tend to have both the lawyers and the money to pursue claims.
- Remember that repeating something libellous that someone else has written or said makes you liable for it as well - and that this applies even if you have "only" included a link.

Honestly-held opinions can be defended against a libel action, but they must be based on correct facts and be clearly-expressed as an opinion. A complicating factor is that if your opinion suggests that a person or company has dishonest or improper motives it can destroy what is known as an "honest comment" defence. As a rule, stick to commenting on what people have done, not on what you think they were thinking when they did it.

The Defamation Act 2013 gives us a new defence against complaints about defamatory statements posted on our website. To make use of this defence, we must be able to contact the poster, and to ask them whether they want the statements complained of to be removed or to fight the case. We will use the details that we hold about posters to do this. We have to work to very tight deadlines (usually 48 hours) and prompt responses will be required.

Other legal issues than can give rise to problems for us - and you - are: contempt of court (prejudicial comment on crime following an arrest or an ongoing jury trial); copyright (using someone else's words or pictures without their permission); privacy and confidentiality (or sharing the private information of other people or organisations in ways that contravene the law).

If you spot something problematic, please let us know via meridian@wmahsn.org.

Participants who persistently or wilfully ignore the community standards, participation guidelines or terms and conditions will have their posting privileges for reader comments either suspended or withdrawn. Again, the Platform manager's decision is final in the suspension or withdrawal of such privileges.

If you have suggestions or questions about any aspect of community participation on Meridian, you can write to meridian@wmahsn.org.

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BREACH OF THIS POLICY

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

Failure to comply with this acceptable use policy constitutes a material breach of the terms and conditions of accessing and using the Meridian Innovation Platform [\[INSERT AS LINK TO TERMS OF USE\]](#) upon which you are permitted to use our platform, and may result in our taking all or any of the following actions:

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

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.

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