
ACCEPTABLE USAGE POLICY

By Using Our Site You Accept The Terms of this Policy

Please read this Acceptable Usage Policy carefully and ensure that you understand it before using Our Site. Our Acceptable Usage Policy sets out standards which apply to your use of this website, www.paininthebump.co.uk ("Our Site") when communicating via Our Site, [uploading User Content,] or otherwise interacting with it. It is recommended that you print a copy of this Policy for your future reference.

This Policy was last updated on 22/03/2022.

Your agreement to comply with this Policy is indicated by your use of Our Site. If you do not agree to this Policy, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In this Policy, unless the context otherwise requires, the following expressions have the following meanings:

"content" or "Content"	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"User"	means a user of Our Site; [and]
["User Content"]	means content submitted by Users to Our Site; [and]
"We/Us/Our"	means Pain in the Bump.

2. Information About Us

2.1 Our Site is operated by Pain in the Bump.

2.2 All of the Physiotherapists that give advice / write articles for our site are registered with the HCPC and the CSP.

2.3 Some articles / blogs / information that is added to our site is written by third parties and we cannot guarantee their registration details / qualifications but we will always state who has written the content and where it has come from.

3. How to Contact Us

To contact Us, please email Us at info@paininthebump.co.uk

4. Changes to this Policy

4.1 We may alter the terms of this Policy at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of this Policy. Consequently, any changes made to this Policy will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.

- 4.2 If any part of the current version of this Policy conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

5. **Acceptable Usage of Our Site**

- 5.1 You may only use Our Site in a lawful manner:
- a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
 - b) You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent;
 - c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind;
 - d) You must not use Our Site to knowingly send, upload, or in any other way transmit unauthorised or unsolicited marketing or similar material (commonly referred to as “spam”);
 - e) You must not use Our Site to bully, threaten, harass, intimidate, insult, annoy, alarm, inconvenience, upset, or embarrass another person;
 - f) You must not use Our Site to harm or attempt to harm minors in any manner; and
 - g) You must not use Our Site [, submit User Content,] or communicate in any way using Our Site that does not comply with the content standards set out below in Part 7.

6. **Interactive Services**

- 6.1 The following interactive services are available on Our Site:
- a) Facebook Messenger
- 6.2 If We provide any kind of interactive service, clear information will be provided about that service. In particular, We will inform you of any moderation and whether that moderation is automated or carried out by people. [Please refer to Part 6.6, below for further information.]
- 6.3 [We use reasonable efforts to carry out risk assessments for any interactive services that We may offer in order to determine the risks posed to Users from third parties and, on the basis of those risk assessments, decide whether to implement moderation and, if so, what kind.]
- 6.4 [Notwithstanding Part 6.3,] We are under no obligation to monitor, moderate, or in any other manner oversee any interactive services provided on Our Site. We hereby exclude any and all liability for any loss or damage arising out of the use of such interactive services by a User who breaches the content standards set out below in Part 7, whether We monitor the interactive service or not.
- 6.5 Minors [may not use the interactive service(s) provided on Our Site] **OR** [may only use the interactive service(s) provided on Our Site with the consent [and supervision] of their parent or guardian].
- 6.6 [For purposes of staff training we may allow staff to read over previous

messages in Facebook messenger, these will be kept confidential at all times.]

7. Content Standards

7.1 When communicating via Our Site, [uploading User Content,] or otherwise interacting with Our Site, you must not submit, communicate, or otherwise do anything that:

- a) [is sexually explicit];
- b) in any way sexualises minors (including, but not limited to, child sexual abuse material);
- c) is obscene, deliberately offensive, hateful, or otherwise inflammatory;
- d) promotes violence;
- e) promotes, encourages, incites, or supports acts of terrorism;
- f) promotes or assists in any form of unlawful activity;
- g) is defamatory of another person;
- h) bullies, insults, intimidates, or humiliates another person;
- i) discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
- j) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- k) is calculated or otherwise likely to deceive;
- l) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal information in a way that you do not have a right to;
- m) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive [(obvious parodies are not included in this definition provided that they do not breach any of the other content standards in this Part 7)];
- n) implies any form of affiliation with Us or any other party where there is none;
- o) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trade marks, and database rights) belonging to Us or any other party;
- p) is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence[.] **OR** [;]

7.2 When communicating via Our Site, [uploading User Content,] or otherwise interacting with Our Site, you must ensure that your communication or submission:

- a) is truthful and accurate (where you are stating facts);
- b) states only genuinely held opinions; and
- c) complies fully with any and all local, national, or international laws and regulations that apply.

8. Breaches of this Policy

- 8.1 If you fail to comply with the provisions of this Policy, We may take action as set out in this Part 8. A breach of this Policy also constitutes a material breach of the [Terms and Conditions] **OR** [Terms of Use] of Our Site. We may take one or more of the following actions in response to your breach:
- a) Suspend or terminate your right to use Our Site;
 - b) Remove, either temporarily or permanently, your communication [, User Content,] or other submission from Our Site;
 - c) Issue you with a written warning;
 - d) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - e) Take further legal action against you, as appropriate;
 - f) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - g) Any other actions which We deem reasonably appropriate (and lawful).
- 8.2 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 8.1) in response to your breach.

9. Law and Jurisdiction

- 9.1 This Policy, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 9.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 9.1 takes away from or reduces your legal rights as a consumer.
- 9.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to this Policy or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 9.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to this Policy or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.