

## Graduate Showcase User Terms and Conditions

### 1. Terms of use

- 1.1 You currently hold an account as a registered user on UAL's Portfolio website <https://portfolio.arts.ac.uk/> ("Portfolio"). Your use of Portfolio will be governed by the Portfolio terms and conditions (<https://portfolio.arts.ac.uk/terms-and-conditions>), however these Graduate Showcase User Terms and Conditions ("terms of use") (together with the documents referred to in them) set out the terms on which you may make use of our Graduate Showcase website (<https://graduateshowcase.arts.ac.uk>) ("Our Site"), developed in collaboration with IBM United Kingdom Limited ("IBM"), as a user. Use of Our Site includes accessing, browsing, using Our Site, and/or uploading information or materials to Our Site.
- 1.2 Please read these terms of use carefully before you start to use Our Site, as these will apply to your use of Our Site. We recommend that you print a copy of these terms for future reference.
- 1.3 By using Our Site, you confirm that you accept these terms of use and that you agree to comply with them. Note that you will not be able to create a profile for Our Site or upload any information or materials to Our Site without actively confirming your acceptance of these terms.

### 2. Other applicable terms

- 2.1 These terms of use refer to the following additional terms, which also apply to your use of Our Site:
  - 2.1.1 our Cookie Policy, which sets out what information may be automatically collected when you use Our Site;
  - 2.1.2 our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of Our Site. When using Our Site, you must comply with this [Acceptable Use Policy](#).

### 3. Who we are and how to contact us

- 3.1 <https://graduateshowcase.arts.ac.uk> is a website operated by University of the Arts London ("we" "our" or "the University"). The University is a Higher Education Corporation established under Section 121 of the Education Reform Act 1988, the registered office of which is at 272 High Holborn, London WC1V 7EY.
- 3.2 To contact us, please email [addinfo-digitalteamsupport@arts.ac.uk](mailto:addinfo-digitalteamsupport@arts.ac.uk).

### 4. Changes to these terms

- 4.1 We may revise these terms of use at any time by amending this page. Any changes that we make will apply to your use of Our Site with effect from the date of the change, but will not apply retrospectively to materials or information which you have already uploaded to Our Site.
- 4.2 We will post a general notification of any changes on Our Site but we will not contact users individually to notify you of changes. We advise you to check this page from time to time to take notice of any changes we made, as they are binding on you.

### 5. Changes to Our Site

- 5.1 We may update Our Site from time to time and we may change the User Content at any time. However, please note that any of the content on Our Site may be out of date at any given time, and we are under no obligation to update it.
- 5.2 We do not guarantee that Our Site, or any content on it, will be free from errors or omissions.

## 6. Accessing Our Site

- 6.1 Our Site is made available free of charge.
- 6.2 We do not guarantee that Our Site, or any content on it, will always be available or be uninterrupted. Access to Our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Site without notice. We will not be liable to you if for any reason Our Site is unavailable at any time or for any period.
- 6.3 You are responsible for making all arrangements necessary for you to have access to Our Site.
- 6.4 You agree not to use Our Site for any commercial or business purposes however you are entitled to upload your biography to Our Site which may contain links to your eCommerce site(s).
- 6.5 Nothing in these terms of use grants you any legal rights in Our Site other than as necessary to enable you to access Our Site. You agree not to adjust to try to circumvent or delete any notices contained on Our Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within Our Site.

## 7. Uploading Content to Our Site

- 7.1 Our Site allows you to upload content as it is intended that Our Site is to be used as a showcase to celebrate your work digitally as a graduating student. Anything that you post, upload or otherwise make available on Our Site is referred to as "**User Content**". User Content will be considered non-confidential. You retain all rights in, and are solely responsible for, the User Content you upload on Our Site.
- 7.2 Whenever you make use of the feature that allows you to upload User Content to Our Site, you must comply with the content standards set out in these terms of use and our [Acceptable Use Policy](#).
- 7.3 You warrant (i.e. promise) that any such User Content does comply with the content standards referred to in clause 7.2, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 7.4 We have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to Our Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 7.5 We allow you and other users to upload User Content but we do not endorse the User Content in any way. The views expressed by other users on Our Site do not represent our views or values.
- 7.6 We have the right to remove any User Content you upload to Our Site if, in our opinion, your User Content does not comply with the content standards referred to in clause 7.2.
- 7.7 We respect the intellectual property rights of others and expect our users to do the same.
- 7.8 In respect of each item of User Content that you upload onto Our Site, you warrant that either:
  - (a) you are the owner of all intellectual property rights in the User Content; or
  - (b) you are licensed by the owner of the intellectual property rights to upload the User Content to Our Site. You will be responsible for crediting the owner of the intellectual property rights as/if required.
- 7.9 We may at our sole discretion, disable and/or remove your User Content if you infringe or are found to be infringing the copyrights or other intellectual property rights of others.

## **8. How we and other users can use your User Content**

- 8.1 Your User Content will be uploaded to Our Site via Portfolio and will be transferred by UAL to Our Site.
- 8.2 You acknowledge and agree that Our Site will be made available to the general public to view Our Site and the User Content.
- 8.3 You grant us, IBM and other users of Our Site a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to use, store, display, reproduce, copy, modify, create derivative works, perform and distribute your User Content on Our Site. You also grant us a licence on the same basis to use, store, display, reproduce, copy, modify, create derivative works, perform and distribute your User Content on our other University websites and social media platforms and websites and social media platforms of our media partners, as selected at our sole discretion. If you do not consent to this use of your User Content you should not upload it.
- 8.4 Nothing in these terms of use shall restrict other legal rights which we may have to User Content, for example under other licences set out in the University's IP Policy ([Canvas link to UAL Intellectual Property Policy](#)). We reserve the right to remove or modify User Content for any reason, including if we believe that it violates our policies, including but not restricted to our [Acceptable Use Policy](#).

## **9. How long we keep your User Content**

- 9.1 You may request removal of your User Content at any time by sending an email to [addinfo-digitalteamsupport@arts.ac.uk](mailto:addinfo-digitalteamsupport@arts.ac.uk).
- 9.2 If you request the removal of any of your User Content from Our Site, we may retain your User Content for a period of up to 5 years for backup, archival, or audit purposes. Following the expiry of that period we will delete your User Content.
- 9.3 It is your responsibility to ensure that you download or backup to your own device your User Content before we destroy it as we will not give you any further notification of its impending deletion.
- 9.4 Note also that we and our users may retain and continue to use, store, display, reproduce, modify, create derivative works, perform, and distribute any of your User Content that other users have stored or shared through Our Site before its removal or deletion without limitation in time.

## **10. Your account and password**

- 10.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 10.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 10.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [addinfo-digitalteamsupport@arts.ac.uk](mailto:addinfo-digitalteamsupport@arts.ac.uk).

## **11. Intellectual property rights**

- 11.1 We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it (other than User Content). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 11.2 You may print off one copy, and may download extracts, of any page(s) from Our Site for your personal use and you may draw the attention of others to your User Content on Our Site.

- 11.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 11.4 Our status (and that of any identified contributors) as the authors of content on Our Site must always be acknowledged.
- 11.5 You must not use any part of the content on Our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 11.6 If you print off, copy or download any part of Our Site in breach of these terms of use, your right to upload content to Our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 11.7 The use of any party's trade marks on Our Site by you is strictly prohibited unless you have our prior written permission.

## **12. No reliance on information**

- 12.1 The content on Our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Site.
- 12.2 Although we make reasonable efforts to update the information on Our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on Our Site is accurate, complete or up-to-date.

## **13. Limitation of our liability**

- 13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 13.1.1 losses that:
    - (a) were not foreseeable to you and us when these terms were formed; or
    - (b) that were not caused by any breach on our part;
  - 13.1.2 business losses; and
  - 13.1.3 losses to non-consumers.
- 13.2 If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 13.3 We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.
- 13.4 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Our Site or any content on it, whether express or implied.

13.5 We will not be responsible or liable to you or to any third party for the content or accuracy of any User Content uploaded by you to Our Site.

#### **14. Viruses**

14.1 We do not guarantee that Our Site will be secure or free from bugs or viruses.

14.2 You are responsible for configuring your information technology, computer programmes and platform in order to access Our Site. You should use your own virus protection software.

14.3 You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Site, the server on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Site will cease immediately.

#### **15. Linking to Our Site**

15.1 You may link to Our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

15.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

15.3 You must not establish a link to Our Site in any website that is not owned by you.

15.4 We reserve the right to withdraw linking permission without notice.

15.5 The website in which you are linking must comply in all respects with the content standards set out in these terms of use and our [Acceptable Use Policy](#).

15.6 If you wish to make any use of content on Our Site other than that set out above, please contact [addinfo-digitalteamsupport@arts.ac.uk](mailto:addinfo-digitalteamsupport@arts.ac.uk).

#### **16. Third party links and resources in Our Site**

16.1 Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information only.

16.2 Any such links should not be interpreted as approved or endorsed by us. We have no control over the content of those sites or resources.

#### **17. Applicable law**

17.1 Please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, 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.

## **Acceptable Use Policy**

This policy forms part of our Graduate Showcase User Terms and Conditions and applies in addition to them.

### **1. Lawful and prohibited uses**

1.1 You may use Our Site only for lawful purposes. You may not use it:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or encouraging others to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in clause 2 below;
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- (f) to knowingly transmit any data, send or upload any material that contains viruses, trojans, 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.

1.2 You also agree not to interfere with, damage or disrupt:

- (a) any part of Our Site;
- (b) any equipment or network on which Our Site is stored;
- (c) any software used in the provision of Our Site; or
- (d) any equipment or network or software owned or used by any third party.

### **2. Content standards**

2.1 These content standards apply to User Content which you upload to Our Site, and to any interactive services associated with it.

2.2 User Content must:

- (a) be accurate (where they state facts);
- (b) comply with applicable law in the UK and in any country from which it is uploaded.

2.3 User Content must not:

- (a) contain any material which is defamatory of any person;

- (b) be threatening, bullying or abusive, invasive of another's privacy or be likely to cause annoyance, embarrassment, alarm, inconvenience or needless anxiety;
- (c) contain any material which is obscene, offensive, hateful or inflammatory;
- (d) promote sexual services, sexually explicit material or violence, or present minors in a sexual way;
- (e) promote self-harm, eating disorders or hard drug abuse;
- (f) include or promote hate speech or crime;
- (g) be gratuitously violent or gory;
- (h) contain any personal information belonging to or relating to any other person or request personal information from a minor;
- (i) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (j) infringe any copyright, database right or trade mark;
- (k) be likely to deceive any person;
- (l) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (m) promote or encourage any illegal activity;
- (n) be used to misrepresent your identity;
- (o) give the impression that they emanate from us or any other third party, if untrue;
- (p) promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

2.4 Opinions stated in any User Content must be genuinely held.

### **3. Breach of this policy**

3.1 We will determine, in our discretion, whether there has been a breach of this policy and may take such action as we deem appropriate.

3.2 Failure to comply with this policy may result in our taking all or any of the following actions without further notice:

- (a) temporary or permanent withdrawal of access to Our Site;
- (b) temporary or permanent removal of any User Content uploaded by you to Our Site;
- (c) issue of a warning to you;
- (d) commencement of legal proceedings against you, including for reimbursement of all losses we suffer as a result of your breach;

(e) disclosure of such information to law enforcement authorities as we deem necessary;

(f) any other action we consider reasonable in the circumstances.

3.3 We exclude liability for actions taken in response to breaches of this policy.