

# Institute of Acoustics

## Social Media and Blogging Policy (SMBP)

### 1.0 Policy Statement

- 1.1 We recognise that the internet and social media such as Twitter provide unique opportunities for us to participate in interactive discussions and share information with students, prospective students, the general public and other stakeholders. However, use of social media can pose legal, regulatory and reputational risks to those using it.
- 1.2 To minimise these risks and to ensure that our social media channels are used only for appropriate purposes, we expect all those using our social media channels ("Users") to adhere to this policy.
- 1.3 In this policy, references to "the Community" means any social media used by the Institute of Acoustics (IoA).

### 2.0 Scope and purpose of the SMBP

- 2.1 This policy deals with the use of all forms of social media, including without limitation Facebook, LinkedIn, Twitter, Wikipedia, YouTube, Pinterest, Google+ and all other social networking sites, and all other internet postings, including blogs, made on using one of our official social media channels. This also includes any functionality within our Virtual Learning Environment that permits interactions with other IoA students.
- 2.2 This SMBP applies to all use of the Community, whether during our normal office hours or otherwise. This SMBP applies regardless of whether the relevant social media is accessed using IoA's facilities and equipment or equipment belonging to individuals.
- 2.3 Access to and use of the Community is provided by us subject to this SMBP. By using the Community you are acknowledging that you have read and accepted this SMBP. You should not use the Community if you are not happy with this SMBP.
- 2.4 If you are using the Community from outside the UK, other laws may apply to your use of the Community. We operate the Community from within the UK. We are not subject to local laws applicable in your country and the Community may not be compliant with those local laws. You should not use the Community unless you are happy with this position.
- 2.5 Any person suspected of committing a breach of this SMBP will be required to cooperate with our investigation, which may involve handing over relevant passwords and login details.
- 2.6 Any User may be required to remove social media postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may result in legal action being taken against that User, or such other action as we deem reasonably appropriate.

- 2.7 We reserve the right to update this SMBP from time to time. It is the responsibility of Users to ensure that they are aware of the terms of the SMBP in force from time to time. You agree to accept and comply with any changes to the rules if you use the Community after the change is made. Your continued use of the Community constitutes your agreement to be bound by this SMBP in force from time to time.

### **3.0 Compliance with related policies and agreements**

- 3.1 Social media should never be used in a way that breaches any of our other rules or policies. If a social media post would breach any of our rules or policies in any other forum, it will also breach them in a social media forum. For example, Users are prohibited from using social media to:
  - 3.1.1 breach our website policy;
  - 3.1.2 breach our obligations with regard to the rules of relevant regulatory bodies
  - 3.1.3 breach any obligations relating to confidentiality or intellectual property;
  - 3.1.4 breach any of our academic or disciplinary rules;
  - 3.1.5 defame or disparage IoA or our students, prospective students, the general public or other stakeholders;
  - 3.1.6 for any form of harassment or bullying;
  - 3.1.7 unlawfully discriminate against our students, staff or other third parties;
  - 3.1.8 breach data protection or privacy; or
  - 3.1.9 breach any other laws or standards.

### **4.0 Social media networks' terms and conditions**

- 4.1 The terms, conditions and policies that apply to specific social networks, such as Facebook or Twitter, also apply to the IoA profiles they host. We recommend that you familiarise yourself with those terms and conditions before participating in the Community and we disclaim any liability associated with your use of those services, or for your failure to view or comply with their terms, conditions and policies. Where there is a conflict between this SMBP and the terms and conditions of the relevant social media channels, the relevant social media channel's terms and conditions will prevail.

### **5.0 Moderation of the community**

- 5.1 We strive to create dialogue with users of the Community and encourage you to share content via the Community ("Contribution") in accordance with this SMBP. To help us do that, we try to monitor the Community during normal UK business hours (9am-5pm GMT, Monday to Friday, excluding UK public holidays).
- 5.2 We will try to check that all Contributions comply with this SMBP, including the acceptable use standards described below (Acceptable Use Standards) as soon as reasonably practicable after publication. However, it is the responsibility of

individual Users making the relevant post to inform themselves of this SMBP and to ensure that any social media post complies with it.

- 5.3 We reserve the right to remove, or to disable access to, any Contribution, and to terminate, suspend or change the conditions of any User's access to the Community without prior warning.
- 5.4 We expressly exclude our liability to the fullest extent permitted by law for any loss or damage arising from the use of the Community by any person in contravention of this SMBP.
- 5.5 While we try to moderate the Community, we are not legally responsible for any material posted by third parties and we may stop, or suspend, moderating the Community at any time.

## **6.0 Important points to be aware of**

- 6.1 The views expressed by any User are those of that individual and do not necessarily reflect the views of IoA.
- 6.2 Any advice or information posted to the Community should not be accepted as true or correct and has not been verified by us. It is up to individual Users to check the validity of any advice or information before relying on it, especially where the consequences of following it could be serious.
- 6.3 Sometimes we automatically follow back users which follow our profiles within the Community. A follow-back does not constitute an endorsement; the same applies to re-tweeting or sharing messages posted on accounts that we do not own, or marking them as "favourites", or otherwise sharing information on a different platform.

## **7.0 Minors**

- 7.1 The Community is intended for use by individuals aged 18 years or more. Minors must get permission from their parent or guardian before using the Community. We recommend that parents who allow their children to use the Community discuss online safety with their children first and that parents endeavour to monitor any use of the Community. Minors should also be given guidance on how to use the Community safely and in a way that complies with this SMBP.

## **8.0 Acceptable Use Standards**

- 8.1 We want to create an open, caring and respectful Community. To help us do this, each User agrees that their use of the Community and their Contributions must:
  - 8.1.1 be accurate and genuinely believed;
  - 8.1.2 avoid quoting out of context and include a credit for the original author as the source of material; and
  - 8.1.3 comply with all applicable domestic, foreign and international laws that govern the content which makes up the Contribution.
- 8.2 Users also agree that their use of the Community and Contributions will not:

- 8.2.1 infringe any intellectual property rights including copyright, design right, database right, patents, trade mark, moral or performer's right or any other third party right;
- 8.2.2 be likely to harass, upset, alarm or cause distress to any other person;
- 8.2.3 contain an instruction, advice, or content that could cause harm or injury to individuals or to computers or systems;
- 8.2.4 encourage anyone to commit any unlawful or criminal act or condone any unlawful or criminal act;
- 8.2.5 give the impression that the Contribution emanates from the IoA if this is not the case, or impersonate any person, or misrepresent your identity or affiliation with any person;
- 8.2.6 contain any advertising.
- 8.3 Whenever a User uploads material to the Community, or makes contact with other Users, that User must comply with our Acceptable Use Standards (and the rest of this SMBP). Each User warrants that any such contribution complies with those standards, and will indemnify us for any breach of that warranty by that User.
- 8.4 We reserve the right to disclose a User's identity to any third party who is claiming that any material posted or uploaded by a User to our site is defamatory of them, a violation of their intellectual property or other legal rights, or of their right to privacy, and if disclosure is required under any law, regulation, order of a court of competent jurisdiction or the rules of any governing or regulatory body.
- 8.5 We will not be responsible, or liable to any third party, for the content or accuracy of any Contributions.

## 9.0 Copyright

- 9.1 By submitting a Contribution to the Community, a User agrees to grant us a non-exclusive perpetual licence to use that Contribution for any purpose and to waive your moral rights in respect of that Contribution. Although Users will still own the copyright in their Contribution(s), we will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in Contributions in any format and media. This licence will be free of charge, perpetual and capable of sub-licence. We may exercise all copyright and publicity rights in the material contained in Contributions in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material. We reserve the right to display advertisements in connection with Contributions.
- 9.2 Please also note that Users must ensure that their Contribution does not infringe any copyright, database right or trade mark of any other person. By submitting a Contribution, Users are warranting that they have the right to grant us the non-exclusive copyright licence described above. If a User is not in a position to grant such a licence to us, they must not submit the relevant Contribution.

## 10.0 Complaints

- 10.1 If you wish to complain about any Contribution posted to the Community, please contact us at [admin@ioa.org.uk](mailto:admin@ioa.org.uk). When submitting a complaint, please (1)

outline the reason for your complaint, and (2) specify where the Contribution being complained about is located.

- 11.2 We may request further information from a User about a complaint before processing it. We will then review the Contribution and decide whether it complies with this SMBP. We will deal with any Contribution which, in its opinion, violates any part of this SMBP, which may include the action described in paragraph 5 above. We will inform a User of the outcome of its review within a reasonable time of receiving that User's complaint.

## **12.0 Governing law and jurisdiction**

- 12.1 This SMBP shall be governed by and construed in accordance with the laws of England and Wales. The IoA and each User agree that the Courts of England and Wales shall have exclusive jurisdiction over all claims or disputes (including any non-contractual claims or disputes) arising in relation to, out of or in connection with Users' use of Community. Third parties shall not have any rights in relation to this SMBP under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 12.2 If any term of this SMBP is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, that term shall be deemed to be severed from this SMBP and this shall not affect the remainder of this SMBP which shall continue in full force and effect.