



HUMAN RIGHTS AT SEA

Terms of Use

Application of these Terms of Use

This page states the terms on which you may make use of the Human Rights at Sea (“HRAS”) site: www.humanrightsatsea.org together, “the Site”) and any of the services on it whether as a guest or a public user. Use of the Site includes accessing, browsing, subscribing to our mailing list and/or uploading any information or documentation of whatever kind and in whatever form to the Site. These Terms of Use apply to all users of, and visitors to, our site. Please read these Terms of Use carefully before you start to use the Site. We recommend that you print a copy of this for future reference.

By using the Site, you accept these Terms of Use and you agree to abide by them. If you do not agree to these Terms of Use, please cease using the Site immediately.

Information About Us

The Site is operated by Human Rights At Sea (“HRAS”). HRAS is a private not-for-profit organization with its head office at 9 Bedford Row, WC1R 4AZ. Any reference to Human Rights at Sea (“HRAS”) within this page should be taken to include its Founder, CEO, Directors, Trustees, Collaborative Partners, Supporting Entities, design and content developers and associated third parties within its ambit. The words “we”, “us” and “our” in this and our other policies referred to below should be understood to mean “HRAS” and/or the other persons described in this paragraph.

Other Applicable Terms

These terms of use refer to the following additional terms, which also apply to your use of the Site:

- Our **Privacy Policy** sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our **Cookie Policy** sets out information about the cookies on the Site.



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Accessing The Site

The Site and related information are made available free of charge. Access to the Site is permitted on a temporary basis and we reserve the right to withdraw, suspend, discontinue or amend all or any part of the Site or the service provided on the Site at any time without notice.

Whilst we make every effort to maintain the Site to a high quality, we do not guarantee the stability or reliability of access to the Site in any way whatsoever. In addition, we may occasionally restrict access to some, or all parts of the Site, in order to perform necessary maintenance.

We do not warrant that the functions and materials contained in the Site will be secure, uninterrupted, error-free, that defects will be corrected, or that the Site or its server are free of viruses or bugs.

We do not accept any ongoing obligation, liability or responsibility in respect of the Site or its Server, whatsoever.

Viruses

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

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

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the 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 UK 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 the Site will cease immediately.

Site Content

The Site may be updated from time to time and the content may be changed at any time.



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Please note that any of the content on the Site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

Use Of The Site

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your Internet connection are aware of our Terms of Use and that they comply with them.

Uploading content to the Site

Whenever you make use of a feature that allows you to upload content to the Site, or to make contact with other users of the Site, you must comply with the Acceptable Use provisions of these Terms and Conditions.

You warrant that any such contribution does comply with those standards, and you will be liable to us and promptly 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.

Any content you upload to the Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below in the paragraph entitled "Rights you license".

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Site.

We have the right to remove any posting you make on the Site if, in our opinion, your post does not comply with the content standards set out in the Acceptable Use provisions of these Terms of Use.

The views expressed by other users on the Site do not represent our views or values.



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Rights you licence

When you upload or post content to the Site, you grant the following licenses:

You grant licences to us, the users of the Site and any service provider with which we work to use that content for the purposes set out in the **Privacy Policy**.

Acceptable Use

You may only use the Site for lawful purposes. You may not use the Site:

- 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 or effect;
- to breach our content standards as set out below
- to post or transmit to or from the Site any material for which you have not obtained all necessary licences and/or approvals; or
- to post or transmit to or from the Site any material which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;
- knowingly post or transmit to or from the Site any material which is technically harmful (including, without limitation, computer viruses, logic bombs, keystroke loggers, spyware, adware, Trojan horses, worms, harmful components, corrupted data or other malicious software, harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware);
- transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- For the purpose of harming or attempting to harm minors in any way

You also agree:



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- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of our **Terms of Use**.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Site;
 - any equipment or network on which our Site is stored;
 - any software used in the provision of our Site; or
 - any equipment or network or software owned or used by any third party.

We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material which does not comply with these Terms of Use.

Content Standards

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.



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- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Failure to adhere to the Content Standards and Acceptable Use provisions above constitutes a breach of the Terms of Use. We will determine, in our discretion, whether there has been a breach of the Content Standards and Acceptable Use provisions.

Limitation of our Liability

In no event will we be liable for any loss or damages including, without limitation, direct, indirect or consequential loss or damages or any damages whatsoever arising out of or in connection with the use of, or loss of use of, any part of or any material on the Site and regional URLs, including downloads, whether an action based on contract, tort, or any other basis.

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Information on the Site is not intended to amount to advice and is provided without guarantees, conditions or warranties of any kind, whether express or implied. To the extent permitted by law, we hereby exclude all conditions, warranties, representations or other terms which may apply to the Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site; or
- use of or reliance on any content displayed on the Site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;



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- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you use the Site for any commercial or business purposes we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

Links to Other Sites

Any links to external websites are provided for your convenience only. We assume no responsibility for the content of websites linked on the Site. Such links should not be interpreted as endorsement by us of those linked websites.

We accept no liability or responsibility whatsoever for the content or the upkeep of any linked third party website or for any loss or damage that may arise from your use of them. Although all external links may be checked from time to time, we cannot be held responsible for the validity of any of the links.

We accept no liability or responsibility for the use of personal data by any third party, whatsoever.

Users are responsible for ensuring that any links selected are free of such items as viruses, worms and other items of a destructive nature.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.



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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.

Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Law and Jurisdiction

These terms of use, their subject matter and formation and any non-contractual disputes or claims arising out of them are governed and construed in accordance with English law. We and you both agree to the exclusive jurisdiction of the courts of England and Wales in the event of a dispute.

Linking to the Site

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

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.

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

The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in this policy.

If you wish to make any use of content on the Site other than that set out above, please contact enquiries@humanrightsatsea.org



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Variations

We reserve the right to amend these Terms of Use at any time. Any such changes will be posted online. Please check this page from time to time to take notice of any changes we make, which will be legally binding on you. By using the Site, you agree to be bound by such amendments from the date on which they are posted on the Site. If you cannot accept such amendments, you should cease using the Site immediately.

Breach of the Terms of Use

Failure to comply with the Terms of Use upon which you are permitted to use the Site may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Site.
- 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.
- We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Contact Us

To contact us, please email enquiries@humanrightsatsea.org

Thank you for visiting the Site.