

The Marine Biological Association MY MBA Community Guidelines

Accessing the online community

Any use by you of the Community or any submission by you of any material to the Community (contribution(s)) means that you accept, and agree to abide by, all the terms and conditions of the following rules.

If you do not agree to these rules, you are not able to make use of any part of the Community. This includes; joining a community group, posting a discussion/document, replying to a discussion/document, and hosting/joining a meeting.

The My MBA online platform and Community are operated by the Marine Biological Association.

The Marine Biological Association (MBA) is a registered charity in England & Wales (charity number registration: 1155893), and have their registered office at The Laboratory, Citadel Hill, Plymouth, Devon, PL1 2PB, UK.

The Marine Biological Association conducts, promotes and supports scientific research into all aspects of life in the sea. We're working with our ever-growing membership to provide a clear and independent voice on behalf of the marine biological community.

Access to the Community is permitted on a temporary basis, and The MBA reserves the right to withdraw or amend the service they provide on the Community without notice (see below).

Use of the Community

When using the Community, you acknowledge that:

- the views expressed by any individual are those of the individual and do not necessarily reflect the views of the MBA;
- any advice or information posted within the Community should not be regarded as a substitute for professional advice from the MBA, your training provider or other professional person; and
- any advice given on the Community should not necessarily be accepted as true or correct, and it is your responsibility to check the validity of any advice before you rely upon it if the consequences of doing so could be serious.

Commentary and other materials posted on the Community are not intended to amount to advice on which reliance should be placed. The MBA, therefore, disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the Community, or by anyone who may be informed of any of its contents.

Where the Community contains links to other sites and resources provided by third parties, these links are provided for your information only. The MBA has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

Your Account

The MBA will not be liable if for any reason the Community is unavailable at any time or for any period. From time to time, The MBA may restrict access to some parts of the Community, or the entire Community, to users who have registered with them.

If you choose, or you are provided with, a username, password or any other piece of information as part of The MBA's security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

The MBA reserves the right to disable any account, username or password, whether chosen by you or allocated by the MBA, at any time, if in The MBA's opinion you have failed to comply with any of the provisions of these rules.

You are responsible for making all arrangements necessary for you to have access to the Community. You are also responsible for ensuring that all persons who access the Community through your internet connection are aware of these rules, and that they comply with them.

Third party platforms and products

The MBA has official profiles on third-party sites (such as Facebook, Twitter and LinkedIn). This does not mean The MBA endorses their products or services. The terms, conditions and policies of third-party platforms, including but not limited to those previously mentioned, also apply to any official MBA profiles contained on those platforms.

The MBA may, on occasion, mention products or services that are relevant to a conversation. This does not mean The MBA is agreeing or supporting a point of view or endorsing a product or service.

The MBA is not legally responsible for any content produced or disseminated by their members on third-party sites, wherever that content appears.

Moderation

The staff at The MBA will moderate (that is, edit or remove) contributions to our community groups. If there are contributions that go unreported, it is not MBA's stated policy to be responsible for such contributions. The exception to this rule is any contributions accessible to members under the age of eighteen due to our safeguarding policy. For more details please see "Protecting Children" below.

In order to assist us, The MBA encourages members of the Community to report contributions they feel are inappropriate and which may affect others' enjoyment of the Community. The MBA reserves the right to decide whether such reports are to be acted upon, or you can contact The MBA's Membership Team by emailing membership@mba.ac.uk.

Whenever you make use of a feature that allows you to upload material to the Community, or to make contact with other users of the Community, you must comply with The MBA's Content guidelines (set out below). You warrant that any such contribution does comply with those standards, and you indemnify The MBA for any breach of that warranty.

If the material is from a third party, The MBA will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Community.

Protecting children

The MBA may direct some communications to children of all ages who have signed up to be a Young Marine Biologist Member of the MBA.

The Young Marine Biologist Club Community is intended for the use of persons younger than 16, and the use of the Community by persons under the age of 18 is subject to the consent of their parent or guardian. This Community space will only be accessed by Members aged 18 or younger with a valid Young Marine Biologist Membership.

Any post or contribution will be subject to full moderation by the Membership Team and approval before it is published live for the rest of the Community members to see. The Membership Team have all undergone [Disclosure and Barring Service Checks](#) with some holding safeguarding children training certificates with the NSPCC.

The MBA's action following notification of a concern by a parent or guardian may include banning, blocking or deleting your child's profile and, where possible, deleting his/her personal information from its systems.

If you are a parent or guardian, The MBA advises you that it is important to communicate with your children regarding their safety online. Children under the age of 18, who take part in the Community, should be made aware of the potential risks to them, and of their obligation to comply with these rules.

As with other instances of misconduct, The MBA encourages users to use the reporting button or contact membership@mba.ac.uk if they feel themselves or the safety of a child is being threatened by another member of the Community.

The MBA is committed to safeguarding and the protection of children and vulnerable adults who take part in MBA activities online or in person. The MBA's safeguarding policy is available on request. If you have any concerns our nominated safeguarding team can be contacted on safeguarding@mba.ac.uk. The MBA Safeguarding Officer is Tanya Whipps.

The MBA's Liability

The material displayed on the Community is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, The MBA, other members of its group of companies and third parties connected to them hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Community or in connection with the use, inability to use, or results of the use of the Community, any websites linked to it and any materials posted on it, including:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;

Meeting Community Members offline and communicating

The nature of The MBA's offering means that members may be inclined to meet other Community members in person, whether it be to share study tips or strengthen existing networks.

The MBA would encourage members who are thus inclined, and who are aged 18 or older, to become involved with our directory, which provides a safer and more reliable environment to network with peers.

While The MBA has no reason to doubt the intentions of any member of the Community, if you decide to meet a Community member in person outside of the confines of The MBA's online community or other related training/event, The MBA suggests that you should follow these safety guidelines:

It may be a good idea to conduct a phone conversation before arranging to meet, as this is a good way to get a feel for someone's personality. Sometimes people can be different in person from how they come across online.

- Tell a friend or family member when and where you're meeting the person, who the person is and when you expect to be back.
- If you're not comfortable sharing your email address or any other personal details with a member of the Community, then don't. Use the private messaging function on the platform of your choice instead.
- If a member of the Community asks for any of the following details, The MBA would urge you to question why a person with genuine intentions would need such information.
 - Full name/Home address/Phone number/National Insurance number/Passwords/Names of family members/Credit card numbers

As with other instances of misconduct, The MBA would encourage you to contact membership@mba.ac.uk or use the reporting function if you feel that a member of the Community's behaviour reflects badly on the Community and The MBA in general.

Only members over the age of 18 will have access to contact information of other members through an opt-in directory. We will prohibit and moderate any attempt to share personal information amongst our members that are under the age of 18.

Prohibited uses

You may not use the Community:

- 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.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with The MBA's Content guidelines (set out below).
- To transmit, or procure the sending of, any unsolicited or unauthorized 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. You also agree:
- Not to reproduce, duplicate, copy or re-sell any part of the Community in contravention of the provisions of these rules.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the Community;
 - any equipment or network on which the Community is stored;
 - any software used in the provision of the Community; or
 - any equipment or network or software owned or used by any third party.

Content Guidelines

These guidelines apply to each part of a contribution as well as to its whole. The guidelines must be complied with in spirit as well as to the letter.

A contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with applicable law in the United Kingdom and in any country from which it is posted.

A contribution must not:

- be defamatory of any person, threatening, unlawful, obscene, offensive, hateful, abusive, inflammatory, invasive of privacy or be otherwise objectionable;
- cause annoyance, inconvenience or needless anxiety;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- promote violence;
- promote sexually explicit material;
- disclose the name, address, telephone, mobile or fax number, email address, passwords or any other personal data in respect of any individual;
- infringe any copyright, database right or trademark, or other intellectual property right of any other person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- breach the terms and conditions of any third-party platform;
- refer to or disclose information relating to court proceedings or proceedings relating to any tribunal;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- contain an instruction, advice, or content that could cause harm or injury to individuals or to computers or systems;
- be likely to deceive any person;

- give the impression that the contribution emanates from The MBA (or any of its group companies) if this is not the case;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- advocate, promote, condone, assist or encourage anyone to commit any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain any advertising unrelated to topics disclosed or marine biology.

As previously stated, The MBA encourages Community members to report 'spam' contributions using the reporting methods available on the given platforms and/or by emailing membership@mba.ac.uk.

Intellectual property rights

By submitting a contribution to the Community, you agree that such contribution is nonconfidential and non-proprietary, you agree to grant The MBA a non-exclusive, royalty free, perpetual, sub-licensable license to use, copy, distribute, edit, alter, reproduce, publish and disclose to third parties any such contribution for any purpose and in any format or media and you agree to waive your moral rights in any contribution.

You will still own the copyright in your contribution, but The MBA will have the rights stated above to use your contribution e.g., in the form of inclusion in regular bulletins. The MBA may exercise all copyright, publicity and other intellectual property rights in the material contained in your contribution in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

You're welcome to share and comment on content and material posted by The MBA or The MBA Membership Team profile to the Community, but please be aware that the intellectual property rights in the design of these profiles and the content posted by The MBA on them is owned or licensed by the MBA.

All trademarks, logos and designs uploaded by The MBA to the Community are the intellectual property of the MBA. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved. The MBA's status (and that of any identified contributors) as the authors of material on the Community must always be acknowledged.

You must not use any part of the materials on the Community for commercial purposes without obtaining a license to do so from The MBA or their licensors. Please also note that, in accordance with the Content guidelines published above, you must ensure that your contribution does not infringe any copyright, database right or trademark of any other person.

By submitting your contribution to the Community, you are warranting that you have the right to grant The MBA the non-exclusive copyright license described above. The MBA also has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Community constitutes a violation of their intellectual property rights, or of their right to privacy.

If you are not in a position to grant such a license to the MBA, please do not submit the contribution to the Community. Breach of these rules When the MBA considers (in its discretion) that a breach of the rules (including, but not limited to, The MBA's Content guidelines) has occurred, The MBA may at its discretion take such action as it deems appropriate.

Failure to comply with the Content Guidelines or Prohibited uses constitutes a material breach of the rules on which you are permitted to use the Community, and any breach of the rules may result in The MBA taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use or take part in the Community.
- Immediate, temporary or permanent removal of any contribution already posted on the Community.
- 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.

Disclosure of such information to law enforcement authorities as The MBA reasonably feel is necessary or as required by law. The actions described above are not limited, and The MBA may take any other action The MBA reasonably deems appropriate. The MBA is not under any obligation to and has no responsibility for:

- overseeing, monitoring or moderating the use of the Community;
- someone else breaching these rules or for failing to take action in the event of them doing so;
- failing to operate the Community or to publish information on the Community that you have posted.

The MBA relies on individuals providing it with contributions that are accurate, and The MBA makes no warranty as to the accuracy of any information provided on the Community and does not accept any liability for errors or omissions.

The MBA may stop operating the Community permanently or temporarily at its sole discretion at any time and without telling you before doing so. The MBA makes no promises as to how quickly any information or contribution will be posted on the Community.

Special Interest Groups

Special Interest Groups (SIGs) are voluntary groups that operate to the benefit of a specialist field or geographic area. Collectively, the SIGs would offer a broad spectrum of target resources whilst being able to organise meetings and respond to consultations with expert knowledge. These special interest groups are intended to be run by Members for Members and are hosted by the MBA.

These special interest groups are currently hosted for Members through the MyMBA community and are available for Members to join and participate with.

Only confirmed Members of the MBA are eligible to join SIGs.

Any Zoom link or other access information provided for meetings within the SIGs must be kept confidential. Under no circumstances should these links be distributed to non-members or posted in public.

Meeting Conduct

Professionalism: All meetings must be conducted in a professional and respectful manner. All participants of the SIGs/meetings should engage respectfully and constructively, adhering to the MBA's code of conduct. The Chair/MBA admin as appropriate has the authority to moderate discussions and, if necessary, mute or remove participants who violate these Terms or the MBA's code of conduct.

Privacy

The MBA is registered with the Information Commissioner's Office (ICO) with the Data Protection Registration Reference Z8249388.

The MBA respects your privacy and is committed to protecting your personal data. For more information about how we store, process and protect your data please see our Privacy Notice, or Contact our Data Protection Officer at DPO@MBA.ac.uk

Complaints

If you wish to complain about any contribution posted to the Community, please contact The MBA Membership Team at membership@mba.ac.uk.

When you submit a complaint, please;

1. outline the reason for your complaint, and
2. specify where the contribution you are complaining about is located, providing a URL (web address) where possible.

The MBA reserves the right to request further information from you about your complaint before The MBA processes it. The MBA will then review the contribution and decide whether it complies with its Content guidelines. The MBA will deal with any contribution which, in its opinion, violates its Content guidelines as described above (see section 'Breach of these rules').

Changes to these rules

The MBA may revise these rules at any time by amending this page.

You are expected to check this page from time to time to take notice of any changes The MBA makes, as they are legally binding on you and will apply to you from the date the change was made. You agree to accept and comply with any changes to the rules if you use the Community after a change is made.

Governing law The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Community although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These rules and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

If any provision (or part of any provision) of these rules is deemed unlawful, void, or for any reason unenforceable then that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these rules shall not be affected. If you have any questions regarding these rules, please email membership@mba.ac.uk

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