



# AAT's online community terms and conditions

Terms of use for AAT-owned and moderated social  
media properties

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### **Terms of use for AAT-owned and moderated social media properties**

These terms and conditions (**Rules**) set out the terms for use of social media platforms which the Association of Accounting Technicians (**AAT**) either owns or on which it maintains a profile/presence (the **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 these Rules. If you do not agree to these Rules, do not make use of any part of the Community.

The Community is operated by the Association of Accounting Technicians. AAT is a private company limited by guarantee and are registered in England & Wales under company number 01518983 and have their registered office at 140 Aldersgate Street, London EC1A 4HY.

The Rules supplement any third party terms and conditions that may apply to your use of platforms not owned by AAT.

### **Accessing the Community**

Access to the Community is permitted on a temporary basis, and AAT reserves the right to withdraw or amend the service they provide on the Community without notice (see below). AAT will not be liable if for any reason the Community is unavailable at any time or for any period.

From time to time, AAT 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 AAT's security procedures, you must treat such information as confidential, and you must not disclose it to any third party. AAT has the right to disable any account, username or password, whether chosen by you or allocated by AAT, at any time, if in AAT'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**

AAT has official profiles on third-party sites (such as Facebook, Twitter and LinkedIn). This does not mean AAT 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 AAT profiles contained on those platforms. It's important that you adhere to third party terms and conditions as well as AAT's. If there is any conflict between the two sets of terms and conditions then the third party terms and conditions shall prevail.

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

If you experience issues or any problems in trying to access an AAT social media profile hosted on a third party platform, it is that platform's responsibility to fix such problems and AAT is not legally responsible for this.

### **Social media profiles run by AAT members and AAT-affiliated groups**

AAT members operate volunteer-run branches throughout the United Kingdom and beyond. While AAT may advise such members on how to use social media and the Community to promote their branches, AAT is not legally responsible for any content hosted on profiles run by these branches or any persons not employed for that specific purpose by AAT.

Similarly, AAT is not legally responsible for any content produced or disseminated by AAT members, wherever that content appears.

### **AAT's approach to moderation**

While AAT may moderate (that is, edit or remove) Contributions that go unreported, it is not AAT's stated policy to do so. AAT is under no obligation to you or any other person to oversee, monitor or moderate the Community, and AAT may start or stop moderating Contributions in the Community at any time.

AAT encourages members of the Community to report Contributions they feel are inappropriate and which may affect others' enjoyment of the Community. AAT reserves the right to decide whether such reports are to be acted upon.

On third party platforms (such as Facebook, Twitter and LinkedIn), you can use those platforms' reporting functions (for example, the "Report/mark as spam" button on Facebook) to contact them; and/or you can contact AAT's Community Team by emailing [community.team@aat.org](mailto:community.team@aat.org). Please note that while AAT may moderate Contributions on such platforms, AAT is not legally responsible for content posted by third parties and hosted on third party platforms. Similarly, AAT cannot vouch for the accuracy of Contributions not posted by AAT.

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 **AAT's Content guidelines** (set out below). You warrant that any such Contribution does comply with those standards, and you indemnify AAT for any breach of that warranty.

AAT 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.

AAT reserves the right to remove, or to disable access to, any Contribution which AAT deems (in its sole discretion) to be in breach of the **AAT's Content guidelines** (set out below).

### **AAT'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, AAT, 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;
  - wasted management or office time; and
- whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect AAT's liability for death or personal injury arising from AAT's negligence, nor their liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **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 AAT;
- any advice or information posted within the Community should not be regarded as a substitute for professional advice from AAT, 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. AAT 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. AAT 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.

### **Protecting children**

AAT may direct some communications at children of school-leaving age (16+) who are about to embark on a career. The Community is not intended for the use of persons younger than 16, and AAT would advise users below this age to seek out websites and online communities more suited to their age group. The use of the Community by persons under the age of 18 is subject to the consent of their parent or guardian.

If you are a parent or guardian and discover that your child under the age of 16 has taken part in the Community, AAT would advise you to email [community.team@aat.org.uk](mailto:community.team@aat.org.uk). AAT's action following notification of this fact will depend on the platform concerned, but it 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, AAT advises you that it is important to communicate with your children regarding their safety online. Children who are aged 16 or older and 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, AAT encourages users to contact [community.team@aat.org.uk](mailto:community.team@aat.org.uk) if they feel the safety of a child is being threatened by another member of the Community.

### **Meeting Community members offline**

The nature of AAT'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. AAT would encourage AAT members who are thus inclined, and who are aged 18 or older, to become involved with [AAT's branch network](#), which provides a safer and more reliable environment to network with peers.

While AAT 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 AAT's branch network or other AAT/training provider-related event, AAT suggests that you should follow these common sense 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, AAT 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, AAT would encourage you to contact [community.team@aat.org.uk](mailto:community.team@aat.org.uk) if you feel that a member of the Community's behaviour reflects badly on the Community and AAT in general.

### **Prohibited uses**

You may use the Community only for lawful purposes. 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 **AAT's Content guidelines** (set out below).
- To transmit, or procure the sending of, any unsolicited or unauthorised 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.

### **AAT's 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;
- disclose any material from live assessments, AAT-produced or otherwise;
- 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 AAT (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.

AAT encourages Community members to report 'spam' Contributions using the reporting methods available on the given platforms and/or by emailing [community.team@aat.org.uk](mailto:community.team@aat.org.uk).

While you may ask for advice regarding the sitting of AAT assessments, any attempt to ask for or provide information about live AAT assessments may be removed and you may be banned permanently from the platform in question and the Community in general. You may also be reported to AAT's Conduct and Compliance team.

Any requests by an internal AAT department for the cooperation of AAT's Community Team regarding potential cheating, misconduct or malpractice will be met with the full support of the Community Team.

### **Intellectual property rights**

By submitting a Contribution to the Community, you agree that such Contribution is non-confidential and non-proprietary, you agree to grant AAT a non-exclusive, royalty free, perpetual, sub-licensable licence 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 AAT will have the rights stated above to use your Contribution. AAT 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. AAT reserves the right to promote AAT events, services and products in connection with your Contribution.

You're welcome to share and comment on content and material posted by AAT to the Community, but please be aware that the intellectual property rights in the design of these profiles and the content posted by AAT on them is owned or licensed by AAT. All trademarks, logos and designs uploaded by AAT to the Community are the intellectual property of AAT. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved. AAT'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 licence to do so from AAT 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 AAT the non-exclusive copyright licence described above. AAT 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 licence to AAT, please do not submit the Contribution to the Community.

### **Breach of these Rules**

When AAT considers (in its discretion) that a breach of the Rules (including, but not limited to, the **AAT's Content guidelines**) has occurred, AAT 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 AAT 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.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as AAT reasonably feel is necessary or as required by law.

The actions described above are not limited, and AAT may take any other action AAT reasonably deems appropriate.

AAT 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.

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

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

### **Data protection**

AAT processes information about you in accordance with its [privacy policy](#), and uses cookies and similar tools across its websites to improve their performance and enhance your experience in accordance with its [cookie policy](#). By using the Community, you consent to such processing and you warrant that all data provided by you is accurate.

### **Complaints**

If you wish to complain about any Contribution posted to the Community, please contact AAT at [community.team@AAT.org.uk](mailto:community.team@AAT.org.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.

AAT reserves the right to request further information from you about your complaint before AAT processes it. AAT will then review the Contribution and decide whether it complies with its Content guidelines. AAT 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**

AAT 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 AAT 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 [community.team@aat.org.uk](mailto:community.team@aat.org.uk).