

# TERMS OF SERVICE

## Welcome to the Society for Neurodiversity (S4Nd) Members Area!

S4Nd delivers services that enable people to connect with each other, build communities and help one another. These Terms govern your use of S4Nd members area.

We do not share or sell your personal data with anyone. Our Data Protect and Privacy Policies explains how we collect and use your personal data.

## The services we provide

Our mission is to give people the power to build a community. To help advance this mission, we provide the services described below to you:

### Provide a personalised experience for you:

Your experience in S4Nd's members area is unlike any other platform. From the posts, stories, events, and other content that you see in the News Feed to the Groups you create and join. To the new friends you make and follow

### Connect you with people that share your difference, identity, and interests:

S4Nd encourages members to set up Special Interest groups (SIGs) and Self-Organised groups (SOGs) and to join the groups they are interested in. There will also be Geographical Area Groups. S4Nd's Events calendar invites you to attend activities you are interested in. You can connect with and follow or send a message to other members, people who you may want to become friends with. Stronger ties make for better communities, and we believe that our services are most useful when people are connected to people and groups that they care about.

### Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself in S4Nd's members area and to communicate with friends, family and others about what matters to you – for example, sharing status updates, photos, videos and sending messages to a friend or several people. We also want you to contribute to shaping what S4Nd does we want people to contribute blogs, vlogs, animations, illustrations, and podcasts to share experiences and knowledge about neurodiversity. S4Nd is for you, by you.

### Combat harmful conduct, and protect and support our community:

People will only build community on S4Nd if they feel safe. We are dedicated to keeping you safe and we will monitor the members area to detect misuse of our service, harmful conduct towards others and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action – for example, offering help, removing content, blocking access to certain features, disabling an account, or contacting law enforcement.

## What's covered in these terms

While it is appealing to casually accept these Terms of Service, it's also important to establish what you can expect from us as you use S4Nd services, and what we expect from you.

These Terms of Service reflect the way S4Nd's business works, the laws that apply to our organisation, and certain things we've always believed to be true. As a result, these Terms of Service help define S4Nd's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- What you can expect from us, which describes how we provide and develop our services
- What we expect from you, which establishes certain rules for using our services
- Content in S4Nd services, which describes the intellectual property rights to the content you find in our services
- Whether that content belongs to you, S4Nd, or others
- In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, to use our services, you must accept these terms.

Besides these terms, we also publish a Privacy Policy. Although it's not part of these terms, we encourage you to read it to better understand how you can update, manage, export, and delete your information.

## Service provider

S4Nd services are provided by, and you're contracting with:

The Society for Neurodiversity  
Resource Centre, 8A Hall Street, Halifax, HX1 5AY

A charitable incorporated organisation reg number: 1191854

## Membership requirements

When you sign up for membership, the online form needs to be completed with accurate data. It is essential that this membership form be completed as comprehensively as possible to allow us to provide the safe environment to you as well as all other members.

For this reason, you must:

- Provide the full name that you use in everyday life;
- Provide accurate information about yourself;
- Create only one account (your own) and use your timeline for personal purposes. You can use a nickname in your profile if you want to protect your privacy; and
- Not share your password, give access to your S4Nd account to others or transfer your account to anyone else.

We try to make S4Nd members' area broadly available to everyone that meets our membership criteria, but you cannot use S4Nd if:

- You are under 18 years old.

- You are a convicted sex offender.
- We have previously disabled your account for breaches of our Terms or Policies

## Your relationship with S4Nd

These terms help define the relationship between you and S4Nd. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how S4Nd's business works and how we earn money. When we speak of "S4Nd," "we," "us," and "our," we mean The Society for Neurodiversity and its affiliates.

## What you can expect from us

### Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- Web sites (for social media use)
- Video platforms (such as Zoom for the hosting of Moots, etc.)
- Chat platforms (such as WhatsApp)
- devices and apps (as we develop mobile connectivity)

Our services are designed to work together, making it easier for you to move from one activity to the next. It is important to note that third party facilities (such as Zoom, WhatsApp, etc.) are covered by their own Terms of Services and Policies.

## What we expect from you

Follow these terms and service-specific additional terms as needed.

We also make various policies and other resources available to you to answer common questions and to set expectations about using our services. These resources include our Privacy Policy and other pages accessible from our policies site.

Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

## Respect others

Many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) – for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others
- don't abuse, harm, interfere with, or disrupt the services

Our service-specific additional terms and policies provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren't following these rules, many of our services allow you to report abuse. If we act on a

report of abuse, we also provide a fair process as described in the Taking action in case of problems section.

## Permission to use your content

Some of our services are designed to let you upload, submit, store, send, receive, or share your content. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

## License

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide S4Nd with that permission through this license.

## What's covered

This license covers your content if that content is protected by intellectual property rights.

## What's not covered

This license doesn't affect your data protection rights - it's only about your intellectual property rights

This license doesn't cover these types of content:

- Publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
- Feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

## Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no fees for this license

## Rights

This license allows S4Nd to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify your content, such as reformatting or translating it
- sublicense these rights to other users to allow the services to work as designed, such as enabling you to share photos with people you choose

## Purpose

This license is for the limited purpose of:

- operating and improving the services, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyse your content for spam, malware, and illegal content

This analysis occurs as the content is sent, received, and when it is stored.

## Duration

This license lasts for as long as your content is protected by intellectual property rights.

- If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:
- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo may continue to appear in your friend's S4Nd Account even after you remove it from your S4Nd Account.
- If you make your content available through other companies' services, it's possible that search engines, including S4Nd Search, will continue to find and display your content as part of their search results.

## Using S4Nd services

### Your S4Nd Account

If you meet these age requirements you can create an S4Nd Account.

You're responsible for what you do with your S4Nd Account, including taking reasonable steps to keep your S4Nd Account secure.

### Service-related communications

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see S4Nd's Privacy Policy.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

## Content in S4Nd services

### Your content

Some of our services give you the opportunity to make your content publicly available, for example, you might post a product review that you wrote, or you might upload a blog post that you created.

- See the Permission to use your content section for more about your rights in your content, and how your content is used in our services
- See the Removing your content section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action. For example, we suspend or close the S4Nd Accounts of repeat copyright infringers.

### S4Nd content

Some of our services include content that belongs to S4Nd, for example many of the visual illustrations. You may use S4Nd's content as allowed by these terms and any service-specific additional terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices.

You may not use S4Nd branding, logos, or legal notices without express permission in writing.

### Other content

Finally, some of our services give you access to content that belongs to other people. You may not use this content without that person's permission, or as otherwise allowed by law. The views expressed in other people's content are theirs, and don't necessarily reflect S4Nd's views.

## In case of problems or disagreements

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don't limit or take away any of those rights. For example, if you're a consumer, then you continue to enjoy all legal rights granted to consumers under applicable law.

## Warranty

We provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

## Disclaimers

The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are (1) described in the Warranty section, (2) stated in the service-specific additional terms, or (3) provided under applicable laws. We don't make any other commitments about our services.

## Liabilities

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit S4Nd's liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or wilful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), S4Nd won't be responsible for any other losses, unless they're caused by our breach of these terms or service-specific additional terms.

## Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or S4Nd
- violate the law or a legal enforcement authority's order
- compromise an investigation
- compromise the operation, integrity, or security of our services

## Removing your content

If we reasonably believe that any of your content (1) breaches these terms, service-specific additional terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or S4Nd, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, and content that infringes someone else's intellectual property rights.

## Suspending or terminating your access to S4Nd services

S4Nd reserves the right to suspend or terminate your access to the services or delete your S4Nd Account if any of these things happen:

- you materially or repeatedly breach these terms, service-specific additional terms or policies
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or S4Nd (for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content)
- that doesn't belong to you

If you believe your S4Nd Account has been suspended or terminated in error, you can appeal.

Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

## Settling disputes, governing law, and courts

For information about how to contact S4Nd, please visit our contact page.

If you're a resident of, or an organization based in, the United Kingdom, these terms and your relationship with S4Nd under these terms and service-specific additional terms, are governed by English law, and you can file legal disputes in the English courts.

## About these terms

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and S4Nd. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our services. But not all services mentioned may be available in your country.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

If you don't follow these terms or the service-specific additional terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business, (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also terminate your relationship with us at any time by closing your S4Nd Account.

## DEFINITIONS

### user

An individual who uses S4Nd services for personal, non-commercial purposes outside of their trade, business, craft, or profession. This includes "consumers" as defined in regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### copyright

A legal right that allows the creator of an original work (such as a blog post, photo, or video) to decide if and how that original work may be used by others.

### disclaimer

A statement that limits someone's legal responsibilities.

### indemnify or indemnity

An individual or organization's contractual obligation to compensate the losses suffered by another individual or organization from legal proceedings such as lawsuits.

### intellectual property rights (IP rights)

Rights over the creations of a person's mind, such as inventions (patent rights); literary and artistic works (copyright); designs (design rights); and symbols, names, and images used in commerce (trademarks). IP rights may belong to you, another individual, or an organization.

### liability

Losses from any type of legal claim, whether the claim is based on a contract, tort (including negligence), or other reason, and whether or not those losses could have been reasonably anticipated or foreseen.

### organisation

A legal entity (such as a corporation, non-profit, or school) and not an individual person.

## services

S4Nd services that are subject to these terms are the products and services including

- Web sites (for social media use)
- Video platforms (such as Zoom for the hosting of Moots, etc.)
- Chat platforms (such as WhatsApp)
- devices and apps (as we develop mobile connectivity)

## trademark

Symbols, names, and images used in commerce that are capable of distinguishing the goods or services of one individual or organization from those of another.

## warranty

An assurance that a product or service will perform to a certain standard.

## your content

Things that you write, upload, submit, store, send, receive, or share with S4Nd using our services, such as:

- Documents you create
- Blog posts
- Reviews you submit
- pictures you upload and/or share with friends

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