

MBA Website Terms and Conditions

Last modified on 24.06.2019

By accessing or using any of the websites named above you agree to be bound by these Terms and Conditions. Please read these Terms and Conditions ("Agreement", "Terms and Conditions") carefully before using websites operated by The Marine Biological Association of the United Kingdom ("MBA", "Marine Biological Association", "us", "we", or "our").

The following 'Terms and Conditions' outline the use of this website and the sites listed here ("sites", "websites"). This list may be updated from time to time.

CPRSURVEY.ORG
MARCLIM.CO.UK
MARINESIGHTINGSNETWORK.ORG
MITTENCRABS.ORG.UK
MMMCATERING.CO.UK
NMBL.ORG
SHORESHAPERS.ORG
UKMPAS.ORG
UKMPAS.ORG.UK
WAKAMEWATCH.ORG.UK
MBA.AC.UK
SAHFOS.AC.UK

Other websites associated with the MBA listed below have additional terms and conditions which you should review separately. Terms and conditions outlined here apply to these websites.

DASSH.AC.UK
MARLIN.AC.UK
globalcpr.org

About us

Sites above are operated by The Marine Biological Association of the United Kingdom. The Marine Biological Association is a Learned Society defined and recognised by Royal Charter. Founded in 1884, the Marine Biological Association was granted a Royal Charter from Her Majesty the Queen in 2013. The MBA is governed by its members through a distinguished Council headed by the President. The Marine Biological Association of the UK is located at The Laboratory, Citadel Hill, Plymouth PL1 2PB.

The Marine Biological Association is a registered charity. Charity registration number 1155893.

Access to our site

We reserve the right to withdraw or amend any service we provide on our sites without notice.

We do not guarantee that our websites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of any of our websites.

You are responsible for making 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 these terms and conditions, and that they comply with them.

Intellectual Property

The Marine Biological Association is the owner or the licensee of all intellectual property rights in our website and in the material published on them unless otherwise stated and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Subject to any other licensing terms expressly referred to on our sites, you can use content from our site for your own private use or for other non-commercial purposes but must not reproduce, modify, publish, distribute, communicate or reutilise such content (or any part of it) in connection with any commercial purpose without first obtaining our prior written consent. Our status (and that of identified contributors) as the authors of content on our site must always be acknowledged, unless otherwise stated.

For permission enquiries please contact permissions@mba.ac.uk.

Liability

Whilst every effort has been taken to ensure the accuracy of the information on the website, no warranty is given as to its accuracy or completeness.

The MBA cannot guarantee that you will have uninterrupted access to the website.

Notwithstanding anything else in these terms of use, to the fullest extent permitted by law the MBA excludes all warranties (whether expressed or implied) and all liability to you in respect of the website, its content and your use of it.

We do not guarantee that our website will be secure or free from bugs or viruses. You use our website entirely at your own risk.

Links to Other Sites

Our Site may contain links to third-party sites that are not owned or controlled by us. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

The Marine Biological Society has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

Acceptable Uses

You may use our sites only for lawful purposes and in accordance with this policy. You may not use our site:

- In any way that breaches any applicable laws or regulations.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or intention.
- For the purpose of harming or attempting to harm any other person in any way.
- To transmit, or procure the sending of, any commercial messages, 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.

By breaching the provision, you may commit a criminal offence and we may report any such breach to the police or law enforcement authorities and co-operate with those authorities by disclosing your identity to them.

Uploading material to our websites

Some of our sites allow the upload of material. Whenever you make use of a feature that allows you to upload content – for instance, wildlife observations, photos of nature, your descriptions of it, and messages to the forums you:

- a. warrant that you are the author/creator of the content and hold the copyright in it, or you have permission of the copyright owner;
- b. give us permission to use the content on this site and on other sites as mentioned below;
- c. give us permission to make your content available publicly as outlined below.

Any material you post to any of our sites will be considered non-confidential, and by posting this material you give us a perpetual, irrevocable and royalty free right to use, copy, distribute and disclose to third parties such material for any purpose.

Any material you post to any of our sites is with the understanding that you consent to the MBA and third parties using your images with correct attribution to you (or the photographer if not you) unless you request them to be submitted anonymously.

Some sites collect personally identifiable information including your name, e-mail address and telephone number. These are submitted voluntarily by the user and may be used to contact you for more information. We will not pass your contact details to other organisations for any commercial purposes such as advertising. However, your details may be stored alongside your record.

Some sites store submitted material securely on third party data warehouses and made available to experts for verification through iRecord (the BRC website for online recording). In those cases the records, once submitted, are subject to the [BRC/iRecord terms of service](#).

Any personal data you provide will be subject to our [Privacy Policy](#).

We may disclose your identity to any third party rights holder if there is a claim from them that any material you post or upload to our site infringes their intellectual property or other legal rights.

You hereby waive all of the moral rights that you have under Chapter IV of the of the Copyright, Design and Patents Act 1988 in respect of any material you submit, post, upload, email or otherwise transmit to the MBA or to our websites.

We 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 our site. You warrant you will be liable for any losses or damages that we suffer if any claim is made against us (as well as any legal expenses we have to pay) as a result of you breaching that warranty.

We have the right to remove any material or posts you make on our sites if, in our opinion, such material does not comply with our standards.

Notice and Takedown

Every effort has been made to ensure that content on the website does not infringe any person's rights, or applicable UK laws. If you are concerned that you have found material on our website, for which you have not given permission, contravenes privacy laws, is obscene / defamatory and in terms of copyright law is not covered by a limitation or exception, contact us in writing stating the following: your contact details, the full details of the material, the exact and full URL where you found the material.

On receipt of your notice, staff will make an initial assessment of its validity, acknowledge receipt of the complaint by email, for all but spurious complaints, suspend access to the content that is subject to complaint, refer the complaint to the MBA's Legal Advisor for comment and advice, seek to verify your identity and authority as complainant.

If the MBA verifies the authenticity of your complaint and determines that it is legitimate, the content concerned will be removed from the website.

Governing Law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of law.

Changes to this Agreement

We reserve the right, at our sole discretion, to modify or replace these 'Terms and Conditions' by posting the updated terms on the Site. Your continued use of the site after any such changes constitutes your acceptance of the new Terms and Conditions.

Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

Contact Us

If you have any questions about this Agreement, please contact us at:

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