



OCEANIA FOOTBALL CONFEDERATION INCORPORATED OFC LEARN ACCEPTABLE USE POLICY

This acceptable use policy applies to all users of, and visitors to, the OFC Learn website and sets out the terms between you and Oceania Football Confederation Incorporated ("OFC", "we", "us" or "our") under which you may access the OFC Learn website.

Our Acceptable Use Policy is here to ensure all users can participate in the OFC Learn freely and safely.

Your use of our OFC Learn means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplements our [Terms of Use](#).

Do's and don'ts

Anything (including text, graphics, images and files) that you submit to us or our chat forum for storage or publication ("your content") must comply with the spirit of the following standards as well as the letter.

Do's

To use our OFC Learn we require the following:

- you are at least 16 years old,
- your contribution is accurate (where it states facts),
- your contribution is genuinely held (where it states opinions),
- you use the chat forum in your personal capacity and not for any commercial purpose,
- you are the sole author and owner of any relevant intellectual property rights,
- you voluntarily waive all moral rights that you may have in your content,
- your content complies with applicable law in New Zealand and in any country from which it is posted, and
- your content does not violate this policy and will not cause hurt or injury to any person or entity.

If you can't comply with the above, do not submit your content.

Don'ts

Do not post content that:

- is untrue, false, inaccurate or likely to be misleading.
- may give the impression that your content comes from or is endorsed by us or another person, if this is not the case.
- might hurt, harass or offend someone else, including if that content:
 - may be likely to harass, intimidate, upset, embarrass, alarm or annoy any other person,
 - contains any material which is reasonably considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, obscene, indecent, unlawfully threatening or unlawfully harassing to any person,
 - promotes, references or depicts violence or discrimination or any illegal activity,
 - is threatening, abusive or may invade another's privacy, or
 - may cause another person annoyance, inconvenience or needless anxiety.
- infringes any copyright, patent, trade, mark, trade secret, database right, right of privacy or other right of any other person or entity.

- violates any law.
- has a promotional purpose.
- would breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- impersonates any person, or misrepresents your identity or affiliation with any other person or entity.
- is pornographic, lewd, suggestive or sexually explicit.

Reporting other users

We do not monitor the online chat function for compliance with our [Acceptable Use Policy](#). However, if you are concerned that any behaviour you see on the OFC Learn website breaches this [Acceptable Use Policy](#) please report the breach on the chat forums [or email education@oceaniafootball.com](mailto:education@oceaniafootball.com).

Prohibited uses

You may use our OFC Learn only for lawful purposes. You may not use our OFC Learn :

- 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, or
- in any way that is unlawful, fraudulent or has any unlawful or fraudulent purpose or effect.

Use of your content

We may collect, store, use or disclose your content in accordance with our Privacy Policy. We reserve the right to change, condense or delete any content on our chat forum (including your content) that we deem, in our sole discretion, to violate the content guidelines or any other provision of this policy. We do not guarantee to you that you will have any recourse through us to edit or delete any of your content you have submitted. We reserve the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not us, will be responsible for your content.

You grant us a worldwide, non-exclusive, royalty-free, transferable right and license to use, store, reproduce and display your content into any form, medium or technology as reasonably necessary to administer the OFC Learn and OFC's services.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy by you. When we consider a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms of Use upon which you are permitted to use OFC Learn, and may result in our taking all or any of the following actions:

- issue of a warning to you,
- immediate, temporary or permanent withdrawal of your right to use OFC Learn,

- immediate, temporary or permanent removal of any posting or material uploaded by you to OFC Learn,
- immediate, temporary or permanent suspension of your membership,
- 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 do not have to issue a warning to you before we suspend or terminate your access to OFC Learn. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

We exclude our liability for actions taken in response to breaches of this Acceptable Use Policy.

Changes to the Acceptable Use Policy

We may revise this Acceptable Use Policy at any time by amending this page. We will notify you of any changes by posting an updated version on the OFC Learn website, and you should check this page from time to time to ensure you are familiar with any changes. Your continued use of OFC Learn following notification of any updates constitutes your acceptance of this policy as amended. If you do not agree with any aspect of the updated Acceptable Use Policy, you must tell us and immediately cease all use of OFC Learn.

This Acceptable Use Policy applies in addition to all other policies, notices and terms and conditions that are published elsewhere on our website or are agreed between us and you.