

## User Generated Content Terms of Use

Please take this opportunity to review these User Generated Content Terms of Use and our [Privacy Policy](#)

By uploading User Generated Content to respective Member areas of the NASS website, you represent to NASS that:

- you own all rights to your User Generated Content and all intellectual property incorporated therein
- your User Generated Content does not infringe or misappropriate the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party, and does not contain any offensive, unlawful or obscene material.
- you have paid and will pay in full any fees or other payments that may be related to the production or use of your User Generated Content;
- each individual whose image or likeness is captured in your User Generated Content has granted you the right to use his or her image or likeness for the purposes set forth in these User Generated Content Terms of Use, or you otherwise hold the right to make such use of his or her image or likeness on the basis of your legal relationship with each such individual.
- any individual whose image or likeness is captured in your User Generated Content is at least eighteen (18) years old;
- your User Generated Content does not contain any false or misleading representations or endorsements.
- these Terms of Use and the rights granted herein do not conflict with or breach any other agreement or obligation of yours regarding the User Generated Content or NASS's use thereof.

You acknowledge that NASS has reasonably relied on the above representations and that you shall be responsible for and will indemnify and hold NASS harmless against any claims and liabilities that may result from the inaccuracy of these representations or from the content of your User Generated Content.

NASS has no responsibility or liability to you or anyone else for any damages that may result from or in connection with NASS access to or use of the User Generated Content, including without limitation, actual or direct damages or incidental, consequential, special or punitive damages of any kind, regardless of the legal theory upon which they are based. NASS hereby disclaims all such damages to the maximum extent allowed by applicable law.

You will retain ownership of all User Generated Content that you post and permit NASS to use. You grant NASS a non-exclusive, worldwide, royalty-free, perpetual right and license to reproduce, edit,

reformat, publish, broadcast, distribute, create derivative works of, and otherwise utilise your User Generated Content on the NASS website.

NASS's use of your User Generated Content may be viewed by you and others. If you agree to these terms, NASS's use, if any, of your User Generated Content is in NASS's sole discretion and NASS shall have no obligation to use your User Generated Content.

The nonexclusive nature of our license to your User Generated Content means that you may continue to use the User Generated Content for your own purposes and let others use your User Generated Content. Other than your name, handle, by-line or associated geographic or location information, and other information that you elect to provide to NASS, we will not collect personal information from you, except as otherwise set forth in our [Privacy Policy](#).

NASS will maintain the confidentiality of any confidential personal information that you provide, in accordance with our Privacy Policy. The royalty-free nature of our license to your User Generated Content means that we do not owe you any compensation or fees in connection with our use of your User Generated Content or in connection with any revenue or business advantage that we might enjoy as a result of such use.

You have the right to request that we cease all further use of your User Generated Content, which you may request by notifying us at [info@nass.org.uk](mailto:info@nass.org.uk) and providing the following information: your name, email address, content origin, user handle, and User Generated Content description. NASS will take reasonable, good-faith steps to confirm that you are the owner of the User Generated Content and to cease additional use of such specifically identified User Generated Content within ten (10) business days thereafter.

However, you acknowledge that NASS may not be able to eliminate uses of your User Generated Content that have already been produced or distributed, or are in the process of production or distribution, and not all User Generated Content is capable of being completely or permanently removed. NASS may remove User Generated Content from any use or material for any reason and at any time, without notice.

NASS will not be responsible for any other party's use of your User Generated Content, even if such third party's use originated with or is derived from our use.

By expressly consenting to NASS use of your content, you are consenting to NASS collection of any personal information you provide, and NASS use and disclosure of this information in connection with the use of your User Generated Content as described herein.

If you do not agree to the collection, use and disclosure of your personal information in this way, please do not use provide NASS with personal information.

By providing NASS with personal information, you agree to such collection, use, disclosure, transfer and processing of your information in accordance with the terms of these Terms, our Privacy Policy and applicable data protection laws and regulations.

These User Generated Content Terms of Use shall for all purposes be governed by and construed in accordance with UK law, and any dispute relating thereto shall be subject to the nonexclusive jurisdiction of the courts of England.

If you believe that any User Generated Content on the NASS website infringes a copyright, you may send a written notification of copyright infringement to **The National Association of Steel Service Centres, 1<sup>st</sup> Floor, The Citadel, 190 Corporation Street, Birmingham, B4 6QD** or contact [info@nass.org.uk](mailto:info@nass.org.uk) as laid out in the [NASS Privacy Policy](#).

NASS reserves the right to modify these User Generated Content Terms of Use at any time. Please refer back to these User Generated Content Terms of Use in order to review the most current version each time that you grant us permission to use your User Generated Content.