NFU Usage Rules for WhatsApp

By joining this WhatsApp Group, you agree to be bound by the NFU Usage Rules (WhatsApp).

The following applies to all NFU WhatsApp Group Users ('Users') including staff, officeholders, members and third parties. These rules are intended to protect Users and the NFU against reputational damage, enforcement action and claims for compensation from affected Users.

1. **The Usage Rules**
   You agree that you will not use any WhatsApp Group or chat area:

a) To share any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, offensive, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable or that harms minors in any way;

b) To impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any content;

c) To stalk, bully, insult, intimidate or humiliate any person.

d) To collect, store or post personal data about other users;

e) To share any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;

f) To upload terrorist content.

g) In any way that breaches any applicable local, national or international law or regulation.

h) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

i) To share any content that infringes any intellectual property rights of any party;

j) 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;

k) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

l) To disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects another users' ability to engage in real time exchanges;

m) To share any content, information or "news" that has not been verified as true;

n) To share any content regarding sensitive business-related topics, such as draft proposals, or information belonging to any organisation belonging to, or in partnership with, the NFU;

o) Include NFU's logos or other trademarks in any posting or profile unless authorised to do so;

p) Express opinions on the NFU's behalf, unless expressly authorised to do so; or

q) Share any content that can be seen or considered as direct marketing under section 122(5) of the Data Protection Act 2018.

2. You understand that all data, text, software, music, sound, photographs, video, memes, messages or other materials ('content'), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom the content originated. This means that you, and not the NFU, are entirely responsible for any content that you upload, or post in this Group.

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3. You understand that the NFU does not control the content posted via any chat area or Group and therefore does not guarantee the accuracy, integrity or quality of the content.

4. You agree that you must evaluate and bear all risks associated with the use of any content including any reliance on its accuracy or completeness. Under no circumstances will the NFU be liable in any way for any content, including (without limitation) any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of your use of any content.

5. You understand that any discussions within WhatsApp Groups are potentially disclosable and you agree to keep all discussions confidential when notified to do so by the Group Admin, with the exception of; (i) reporting the content or conduct of another user; (ii) or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6. Group participants are entitled to withdraw their consent to being a part of any NFU WhatsApp Group at any time. This should be done by the User removing themselves from the NFU WhatsApp Group. Group Admins should monitor the list of users and keep an up-to-date record.

7. While the NFU will monitor the content of the Group chat, it is possible that you may be exposed to content that is offensive, indecent or objectionable. Please report any such content to the Group Admin as soon as possible.

8. Where an NFU work phone has been provided, the use of personal phones by NFU Staff to administer NFU WhatsApp Groups is strictly prohibited.

9. Reporting Inappropriate Conduct / Content - If you witness conduct or content within an NFU WhatsApp Group that is in breach of the Usage Rules or the NFU Code of Conduct, please report it immediately to the Group Admin.

10. Indemnity - By joining this WhatsApp Group, you agree to indemnify and hold the NFU and our subsidiaries, affiliates, staff, officers, agents or partners harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits, goodwill or business opportunities) arising from any third-party claim in relation to any content you share within our chat areas or WhatsApp Groups, your use of them, or your breach of the Usage Rules.

11. Breach of the Usage Rules - A breach of the NFU Usage Rules (WhatsApp) may result in your removal from the Group and further action may be taken, whether under the NFU Disciplinary Policy and Procedure, the NFU Code of Conduct or otherwise. We exclude our liability for all action we may take in response to breaches. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

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