

# The Egg Assembly Community Agreement

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## Introduction

This User Agreement is effective as of January 18th 2021. There are currently no previous User Agreements.

The Egg Assembly is an active part of Theatre Royal Bath (TRB), and here refers to The Egg Assembly website, [theeggassembly.com](http://theeggassembly.com), and all associated activity.

Users as discussed here, refers to our members, known in practice as Assemblers, audience members, and visitors to The Egg Assembly.

This community agreement impacts your use of The Egg Assembly, except where we expressly say that separate terms (and not these) apply, and provides information about the The Egg Assembly (the "Service"), outlined below. When you create an Assembler account or use The Egg Assembly, you agree to this community agreement.

## Community Agreement

**Who Can Use The Egg Assembly** - We want The Egg Assembly to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of our community.

- ◆ You must be at least 16 years old to access The Egg Assembly as an individual. Those aged under 16 years old must have express permission from a parent or legal guardian. With permission, you must be at least 5 years old to access The Egg Assembly.
- ◆ You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- ◆ We must not have previously disabled your account for violation of law or any of our policies.
- ◆ You must not be a convicted sex offender or prohibited from engaging in activity with minors.

## The Egg Assembly

### What We will Do -

We agree to provide you with The Egg Assembly Service. The Service includes all of The Egg Assembly courses, features, produced content, services, experiences, and support that we provide to advance The Egg Assembly's mission: To connect young creatives/artists to industry professionals, co-learning and co-creating at the intersection of Art, Technology, and Performance. We consider that to be made up of the following aspects;

- ◆ **Offering opportunities to create, connect, communicate, discover, and share.**

People are different. We want to strengthen your relationships through shared experiences you actually care about. So we are trying to understand who and what you and others care about, and use that information to help you create, find, join, and share in experiences that matter to you and your creativity. This may include research questions, data searching, and questionnaires. We may get this wrong from time to time, but we will welcome your feedback.

- ◆ **Fostering a positive, inclusive, and safe environment.**

Above all we ask that you be kind, be brave, and be yourself. We believe that all our members have a right to experiences that are positive and inclusive, including the ability to ask for help without judgment. Because of this we will have in place systems that work to combat abuse and violations of our Community Agreement, as well as harmful and deceptive behavior. We use all the information we have-including your information-to try to keep our platform secure and a pleasant place to be. We also may share information about misuse or harmful content with law enforcement or other Theatre Royal Bath entities. Learn more in the Data Policy.

- ◆ **Developing and utilising technologies that can help us consistently serve our community.**

Organising and analysing information from our growing community is important to developing our Service. A big part of our ambition for The Egg Assembly is to create and utilise cutting-edge technologies that might help us personalise, protect, and improve our Service in a meaningful way for our community. Technologies like artificial intelligence and machine learning will give us the ability to apply complex processes across our Service. Automated technologies also help us ensure the functionality and integrity of our Service.

- ◆ **Research and innovation.**

We use the information we have to develop, test, and improve our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community and the creative industries at large. This includes analyzing the data we have about our users and

understanding how people use our Services, for example by conducting surveys and testing and troubleshooting new technologies

**How You Can't Use The Egg Assembly** - Providing a safe and open Service for a broad community requires that we all do our part.

- ◆ You can't impersonate others or provide inaccurate information. You don't have to disclose all your personal information here, but you must provide us with accurate and up to date information (including registration information), which may include providing some relevant personal data. Also, you may not impersonate someone or something you aren't, and you can't create an account for someone else unless you have their express permission.
- ◆ You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose. You can't violate (or help or encourage others to violate) our Community Agreement?.
- ◆ You can't do anything to interfere with or impair the intended operation of the Service. This includes misusing any reporting, dispute, or complaints procedure, such as by making fraudulent or groundless reports.
- ◆ You can't attempt to create accounts or access/collect information in unauthorized ways. This includes creating accounts or collecting information in an automated way without our express permission.
- ◆ You can't sell, license, or purchase any account or data obtained from us or our Service. This includes attempts to buy, sell, or transfer any aspect of your account (including your username); solicit, collect, or use login credentials or badges of other users; or request or collect usernames, passwords, or inappropriate badges.
- ◆ You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods).
- ◆ You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. By using someone else's work you are telling us that you own or have obtained all necessary rights to the content you post or share. Learn more, including how to report content that you think infringes your intellectual property rights, in the relevant part of this document.
- ◆ You can't modify, translate, create derivative works of, or reverse engineer the service or its components.
- ◆ You can't use a domain name or URL in your username without our prior written consent.

**Permissions You Give to Us** - As part of our agreement, you also give us permissions that we need to provide the Service to the best of our ability.

- ◆ **We do not claim ownership of your content**, but you grant us a license to use it. Nothing is changing about your rights in your content. We do not claim ownership of your content that you create and post on or through the Service, and you are free to share your content with anyone else, wherever you want. However, we need certain legal permissions from you (known as a "license") to provide the Service. When you share, post, or upload content that is covered by intellectual property rights (like videos or audio recordings) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with relevant legal regulations, your privacy rights, and discreet judgements surrounding appropriateness of creator's age etc). This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account. To learn more about how we use information, and how to control or delete your content, review our Privacy Policy or contact

joe.spurgeon@theatreroyal.org.uk

- ◆ **Permission to use your username, profile picture, and information about your interactions with the Service.** You give us permission to show your username, profile picture, and information about your interactions with the Service, without any compensation to you. For example, we may show that you visited blogs tagged as being about Sound Design with our Research Partners. As with all your data, there are strict regulations as to how and why we would do this. To learn more about how we use information review our Privacy Policy or contact joe.spurgeon@theatreroyal.org.uk

### **Additional Rights We Retain**

- ◆ If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it impersonates another user or uses language deemed to violate our Community Agreement?).
- ◆ If you use content covered by intellectual property rights that we have and make available in our Service (for example, original images, designs, videos, or sounds we provide that you may choose to add to content you create or share), we retain all rights to our content (but not to yours).
- ◆ You can only use our intellectual property and trademarks or similar marks with our express written permission, and only as expressly permitted by said permission.
- ◆ You must obtain express written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

### **Removing Content and Closing or Freezing Your Profile**

- ◆ We can remove any content or information you share on the Service if we believe that it violates this Community Agreement, or we are required to do so by law.
- ◆ We can refuse to provide or stop providing all or part of the Service to you (including closing or freezing your profile and your access to The Egg Assembly) immediately to protect our community or services, or if you create risk or legal exposure for us, violate this Community Agreement, if you repeatedly infringe other people's intellectual property rights, or where we are required to do so by law.
- ◆ We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us.
- ◆ In some cases when we remove content, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these this Community Agreement or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems, or products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.
- ◆ If you believe your profile has been deleted or frozen in error, or you want to freeze or permanently delete your profile yourself, please contact joe.spurgeon@theatreroyal.org.uk . When you request to delete content or your profile, this will take place as soon as possible after your request. It may take up to 90 days to delete content. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but remains subject to this Community Agreement and our Data Policy. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.
- ◆ Content will not be deleted within 90 days of the deletion request in the following situations:

- ◆ where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted);
- ◆ or where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible;
- ◆ or where deletion would restrict our ability to:
  - ◆ investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
  - ◆ protect the safety and security of our products, systems, and users;
  - ◆ comply with a legal obligation, such as the preservation of evidence; or comply with a request of a judicial or administrative authority, law enforcement or a government agency
- ◆ in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).
- ◆ If you delete or we freeze your profile, this Community Agreement shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your profile is closed, frozen, or deleted.

## **Our Agreement and What Happens if We Disagree**

### **Our Agreement.**

Your use of all external resources (for example music or images) on the Service is also subject to copyright and intellectual property legislation. If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. For example, if you use payment features, you will be asked to agree to the terms and conditions of our payment partners. If any of those terms conflict with this agreement, those other terms will govern. If any aspect of this agreement is unenforceable, the rest will remain in effect. Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver. We reserve all rights not expressly granted to you.

### **Who Has Rights Under this Agreement.**

This agreement does not give rights to any third parties. You cannot transfer your rights or obligations under this agreement without our consent. Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

### **Who Is Responsible if Something Happens.**

We will use reasonable skill and care in providing our Service to you and in keeping a safe, secure, and error-free environment, but we cannot guarantee that our Service will always function without disruptions, delays, or imperfections. Provided we have acted with reasonable skill and care, we do not accept responsibility for:

- ◆ losses not caused by our breach of these Terms or otherwise by our acts;

- ◆ losses which are not reasonably foreseeable by you and us at the time of entering into these this community agreement;
- ◆ any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content posted by others that you may encounter on our Service;
- ◆ and events beyond our reasonable control.

The above does not exclude or limit our liability for death, personal injury, or fraudulent misrepresentation caused by our negligence. It also does not exclude or limit our liability for any other things where the law does not permit us to do so.

### **How We Will Handle Disputes.**

Should any dispute/issue highlighted in the above community agreement arise, or generally disruptive behaviour within courses be ongoing, a conversation with the practitioner (where appropriate) or contact with a Egg Assembly staff member, will happen to initially address why such behaviour is inappropriate. If concerns or disruptive behaviour continues after this first conversation, the following disciplinary procedure will be followed:

With the exception of gross misconduct (see below) the following procedure will normally be adopted:

- ◆ On the first offence, Egg Assembly Staff will give an initial warning via email.
- ◆ On the second offence you will be given an official warning from the Executive Director, Alex Duarte-Davies, or Artistic Director, Sophie Jacobs-Wyburn.
- ◆ On the third offence you will be asked to attend a meeting with Executive Director, Alex Duarte-Davies and Artistic Director, Sophie Jacobs-Wyburn, where a decision will be made about whether you should continue as a member of the Egg Assembly.

Examples of gross misconduct: Violent, abusive, or intimidating conduct directed at creative leaders or fellow members, Deliberate damage to The Egg Assembly services, Harassment, discrimination or disparaging comments about race, gender, sexuality or creed, Attending sessions, rehearsals, or performances under the influence of alcohol or illegal drugs

In cases of extreme misconduct as outlined above you will be asked to leave the Theatre School immediately

If a user has a grievance arising from their interaction with The Egg Assembly, the procedure would be as follows:

- ◆ In the first instance take that grievance to Egg Assembly Staff at [joe.spurgeon@theatroyal.org.uk](mailto:joe.spurgeon@theatroyal.org.uk)
- ◆ In cases where this does not seem appropriate, or the response inadequate, take that grievance to the egg Manager, Lindsay Baker ([Lindsay.baker@theatroyal.org.uk](mailto:Lindsay.baker@theatroyal.org.uk) )

### **That's Mine - Reporting Intellectual Property Infringement**

We at The Egg Assembly are committed to helping people and organizations protect their intellectual property rights. We will not allow the posting of content that violates someone else's intellectual property rights, including copyright and trademark. If you have any concerns regarding violation of your intellectual property rights, please contact us at [joe.spurgeon@theatroyal.org.uk](mailto:joe.spurgeon@theatroyal.org.uk)

### **Unsolicited Material.**

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

### **How We Are Funded**

The Egg Assembly is an active part of Theatre Royal Bath (TRB), and as such is funded as a part of TRB activity. This means that all fees for our paid for content feed directly into the organisation as a whole, contributing to a wide program of artistic engagement, alongside income streams from all TRB venues and ventures. This includes funding secured from various generous funders. Notably, funding from Innovate UK has made the initial building and engagement periods possible.

### **Updating These Terms**

We may change our Service and policies, and we may need to make changes to this community agreement so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through email) at least 30 days before we make changes to this community agreement and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated community agreement. If you do not want to agree to these or any updated community agreement, you can delete your account by contacting [joe.spurgeon@theatreroyal.org.uk](mailto:joe.spurgeon@theatreroyal.org.uk) .

**Revised: January 18, 2021**