

School Web Design Ltd Acceptable Use Policy

The Policy below outlines the terms under which you the You, the Client may use the File Hosting Service provided by School Web Design. By using our File Hosting Service, you accept, and agree to abide by all the policies in this acceptable use policy, which run alongside our terms and conditions.

1. Definitions

1.1. 'You' means the organisation, business, Limited Company, Sole Trader, Partnership or individual who enters into an agreement with School Web Design in providing File Hosting.

1.2. 'File Hosting Service' means the provision of web space on School Web Design's servers to enable the Client to upload data and files onto their website using School Web Design's Content Management System

1.3. 'Material' means information uploaded or permitted to be uploaded by the Client onto School Web Design's servers;

1.4. 'Policy' means the policy terms set out in this document;

1.5. 'School Web Design' means School Web Design Ltd, registered company no NI618102 whose registered office is at Number 9, St Colman's Park Newry, Co. Down, Northern Ireland BT34 2BX

2. Resource Usage

2.1. The File Hosting Service allows the Client allocated server space of up to 100mb for normal routine use. If your File Hosting Service or 'archive' exceeds this you will be notified and you can either delete some items or buy additional space. (see 'Additional File Hosting Service Space' in Terms and Conditions.)

2.2 The site may not be used as a file sharing platform for large files. We reserve the right to suspend the File Hosting Service Service if a negative effect occurs.

3. Prohibited Uses

3.1. The Client may use the File Hosting Service only for lawful purposes.

3.2. The Client may not use the File Hosting:

- 3.2.1. in any way that breaches any applicable local, national or international law or regulation;
- 3.2.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 3.2.3. for the purpose of harming or attempting to harm minors in any way; ● 3.2.4. to send, knowingly receive, upload, download, use or reuse any Material which does not comply with School Web Design's content standards as outlined in clause 5 (below) of this Policy;
- 3.2.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (also known as SPAM); or ● 3.2.6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, timebombs, 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.

3.3. In using the File Hosting Service the Client may not attempt to upload or run any scripts, including (but not limited to) CGI scripts, PHP, ASP, HTML and Javascript.

3.4 School Web Design shall not be liable to the Client for any losses or damages sustained by the Client as a result the negligence or default of the Client.

3.5 The client agrees that School Web Design do not monitor and will not have any liability for the Client's Material or any other communication transmitted, or allowed to be transmitted as part of the Services. the Client should implement an internal communications policy regarding this.

4. Protection of Children

4.1. The Client must assess any possible risks for users of their website (and in particular, for children) as a result of the material published on their website. Eg. Links off site 4.2. School Web Design have noncompulsory/ guidelines for protecting children's privacy by omitting certain information from material and content the Client publishes on their website. An example of these guidelines can be found at

<http://www.schoolwebdesign.net/examplewebsitepolicyguidelines.pdf> These are only taken to be an example It is the Client's responsibility to define their own set of guidelines. School Web Design will not be held responsible if the Client fails to follow these guidelines. 4.3. The Client is fully responsible for assessing any possible risks for users of their website

(and in particular, for children) from third parties when they use any interactive service (including but not limited to a guestbook function) and the Client is responsible for using appropriate moderation in the light of those risks. However, School Web Design are not obliged to oversee or monitor the Client's use of these services.

4.4 School Web Design shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider and no guarantee or representation is given that the Services will be free from hackers or unauthorised users. You may not provide access to CMS to users that are not connected to the school. If other users are given access to update the school website their updates must be approved before being put live on the website by one of your upper level website administrators. The Client shall be liable for the content of any emails transmitted by virtue of the Services, for any Material uploaded to School Web Design's servers and for ensuring compliance at all times with all relevant legislation (including, but not limited to the Data Protection Act 1998 and all other privacy laws, regulations and guidance notes made or issued thereunder)

5. Content Standards

5.1. The following content / material standards apply to any and all Material that the Client allows to be hosted through the File Hosting. The Client must follow these standards. The standards apply to each part of any Material as well all of it.

5.2. Material uploaded, provided or instructed to School Web Design to upload must:

- 5.2.1. be accurate (where they state facts);
- 5.2.2. be genuinely held (where they state opinions); and
- 5.2.3. comply with applicable law in the UK and in any country from which they are posted. 5.3.

Material must not:

- 5.3.1. contain any material which is defamatory of any person;
- 5.3.2. contain any material which is obscene, offensive, hateful or inflammatory; ●
- 5.3.3. contain any material that is pornographic;
- 5.3.4. promote violence;
- 5.3.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 5.3.6. infringe any copyright, database right or trade mark of any other person; ●
- 5.3.7. be likely to deceive any person;

- 5.3.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 5.3.9. promote any illegal activity;
- 5.3.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 5.3.11. be likely to harass, upset, embarrass, alarm or annoy any other person; ● 5.3.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- 5.3.13. give the impression that they are associated with School Web Design if this is not the case; or
- 5.3.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

6. Suspension and Termination

6.1. School Web Design reserves the right to determine, in their absolute discretion, whether there has been a breach of this Policy through the Client's use of the File Hosting. 6.2. In the event of a breach of this Policy School Web Design reserves the right to take such action as is deemed appropriate in their absolute discretion.

6.3. Failure to comply with this Policy constitutes a material breach of the School Web Design's terms and conditions of sale upon which the Client is permitted to use the File Hosting, and may result in School Web Design taking all or any of the following actions:

- 6.3.1. immediate, temporary or permanent withdrawal of the Client's right to use the File Hosting;
- 6.3.2. immediate, temporary or permanent removal of any Material uploaded to School Web Design's servers;
- 6.3.3. issue of a warning to the Client;
- 6.3.4. issue of legal proceedings against the Client for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 6.3.5. further legal action against the Client; or
- 6.3.6. disclosure of such information to law enforcement authorities as School Web Design reasonably feels is necessary.
- 6.4 School Web Design excludes liability for actions taken in response to breaches of this

Policy. The responses described in this Policy are not limited, and School Web Design may take any other action reasonably deemed appropriate.

7. Changes

- School Web Design reserves the right to revise the terms of this Policy at anytime. It is the Client's responsibility to check where this Policy is exhibited on School Web Design's website to take notice of any such changes and further it is the Client's responsibility to abide by any changes to the Policy.