

ACCEPTABLE USE POLICY for School PUPIL TRACKER Ltd

Rural Enterprise Centre, Vincent Carey Road, Hereford HR2 6FE

www.schoolpupiltracker.co.uk

www.spto.co.uk

www.schoolpupiltrackeronline.co.uk

www.mychildsreport.co.uk

This Acceptable Use Policy sets forth the principles that govern the use by customers of the Web-based products and services provided by School PUPIL TRACKER Ltd. This POLICY is designed to help protect our customers, and the Internet community, from irresponsible, abusive or illegal activities.

Access to and use of www.schoolpupiltracker.co.uk, www.mychildsreport.co.uk, www.spto.co.uk and www.schoolpupiltrackeronline.co.uk (our "Websites"), whether as a guest or a registered user of our School PUPIL TRACKER software, both within the UK and internationally is provided by School PUPIL TRACKER Ltd ("we" or "us") on the following terms:

- a) By using our Websites you agree to be bound by this policy, which shall take effect immediately on your first use of our Websites. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to our Websites.
- b) You must agree to the storage of cookies (two small files) by us on your computer in order to log in to an account to access assessment information at www.spto.co.uk or www.mychildreport.co.uk . Two cookies are placed on your computer after you have successfully logged in: one is used to record your Username so that when you next log in this appears for you; a second is placed on your computer to identify you and your secure log in session to maintain strict session security. The second cookie is a requirement of our software to maintain you as securely logged in.
- c) By agreeing to this policy, you are also agreeing to our Privacy Policy (http://www.spto.co.uk/schoolpupiltracker/documents/privacy_policy.pdf).
- d) By agreeing to this policy, you are also agreeing to our Terms of Website Use (http://www.spto.co.uk/schoolpupiltracker/documents/terms_of_website_use.pdf).
- e) If you are an Authorised User with a school who has a contract with us, you are also bound by the Terms and Conditions (http://www.spto.co.uk/schoolpupiltracker/documents/terms_and_conditions.pdf).
- f) School PUPIL TRACKER Ltd may change these terms from time to time and so you should check these terms regularly. Your continued use of our Websites will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using our Websites.

1) USING OUR SOFTWARE

- a) In order to use our software correctly, you must read and follow the instructions contained in the Help Cards and other help and pop up support found on each page and in the Help Centre of School PUPIL TRACKER Online. You must familiarise yourself with School PUPIL TRACKER Online and its functions before using it to support your school. We cannot take responsibility for actions which are contrary to our recommendations and instructions. Please note that we highly recommend that schools seek on-site training for the Annual Report Writer of the software if their teaching staff have not used it before.
- b) In order for you to understand and use the full functionality of School PUPIL TRACKER Online, we highly recommend that you follow our guidance on the step-by-step order of what to learn and introduce in your school as published in our School Development Plan - located in the Help Centre link - **Development plan to help introduce SPTO**. This School

Development Plan is the recommended route of learning, and we cannot take responsibility for actions which are contrary to our recommendations and instructions.

2) PROHIBITED USES

- a) You may use our Websites only for lawful purposes. You may not use or access our Websites:
- i. in any way that breaches any applicable local, national or international law or regulation;
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - iii. for the purpose of harming or attempting to harm minors in any way;
 - iv. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below;
 - v. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - vi. 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.
 - vii. to reproduce, duplicate, copy or re-sell any part of our Websites in contravention of the provisions of our terms of website use http://www.spto.co.uk/schoolpupiltracker/documents/terms_of_website_use.doc and
 - viii. to access without authority, interfere with, damage or disrupt: (a) any part of our Websites ; (b) any equipment or network on which our Websites is stored; (c) any software used in the provision of our Websites ; or (d) any equipment or network or software owned or used by any third party.

3) CONTENT STANDARDS

- a) These content standards apply to any and all material which you contribute to our Websites or upload to our School PUPIL TRACKER software, and to any interactive services associated with it.
- b) You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- i. **Contributions or uploaded materials must:**
 - be accurate (where they state facts);
 - be genuinely held (where they state opinions); and
 - comply with applicable law in the UK and in any country from which they are posted.
 - ii. **Contributions or uploaded materials must not:**
 - contain any material which is defamatory of any person;

- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4) SUSPENSION AND TERMINATION

- a) We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Websites. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- b) Failure to comply with this acceptable use policy constitutes a material breach of the terms of use http://www.spto.co.uk/schoolpupiltracker/documents/terms_of_website_use.doc upon which you are permitted to use our Websites, and may result in our taking all or any of the following actions:
 - immediate, temporary or permanent withdrawal of your right to use our Websites ;
 - immediate, temporary or permanent removal of any posting or material uploaded by you to our Websites ;
 - issue of a warning to you;
 - 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; or

- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- c) We exclude liability for actions taken in response to breaches of this acceptable use policy.
- d) The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

5) GOVERNING JURISDICTION

- a) This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.