

## TERMS OF WEBSITE USE for School Pupil Tracker Ltd

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

[www.schoolpupiltracker.co.uk](http://www.schoolpupiltracker.co.uk)

[www.spto.co.uk](http://www.spto.co.uk)

[www.schoolpupiltrackeronline.co.uk](http://www.schoolpupiltrackeronline.co.uk)

[www.mychildsreport.co.uk](http://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](http://www.schoolpupiltracker.co.uk), [www.mychildsreport.co.uk](http://www.mychildsreport.co.uk), [www.spto.co.uk](http://www.spto.co.uk) and [www.schoolpupiltrackeronline.co.uk](http://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 these terms, which shall take effect immediately on your first use of our sites. 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) 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) ACCESSING OUR WEBSITES

- a) When using our sites, you must comply with the provisions of our acceptable use policy ([www.spto.co.uk/schoolpupiltracker/documents/terms\\_of\\_acceptable\\_use.pdf](http://www.spto.co.uk/schoolpupiltracker/documents/terms_of_acceptable_use.pdf))
- b) Access to our Websites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Websites without notice (see below). We will not be liable if for any reason our Websites are unavailable at any time or for any period.
- c) From time to time, we may restrict access to some parts of our sites, or all entire sites, to users who have registered with us. This is particularly the case with access to our School PUPIL TRACKER software. We will not be liable if for any reason our Websites are unavailable at any time or for any period.
- d) You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our Websites through your internet connection are aware of these terms, and that they comply with them.
- e) We aim to update our Websites regularly, and may change the content at any time. If the need arises, we may suspend access to our sites, or close them indefinitely. Any of the material on our Websites may be out of date at any given time, and we are under no obligation to update such material.
- f) We have the right to remove any material or posting you make on our Websites if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy ([www.spto.co.uk/schoolpupiltracker/documents/terms\\_of\\_acceptable\\_use.pdf](http://www.spto.co.uk/schoolpupiltracker/documents/terms_of_acceptable_use.pdf))
- g) We take all reasonable steps to ensure that our Websites is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if our Websites is unavailable at any time.

- h) Our Websites may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

## **2) PASSWORDS, USERNAMES AND SECURITY**

- a) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

## **3) OUR INTELLECTUAL PROPERTY RIGHTS**

- a) We are the owner or the licensee of all intellectual property rights on both our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- b) You may not disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use our site's content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any aspect of our sites' content.
- c) You may print off, and may download extracts, of any page(s) from our Websites for your personal reference and you may draw the attention of others within your organisation to material posted on our sites.
- d) Our status as the authors of material on our Websites must always be acknowledged.
- e) You must not use any part of the materials on our Websites for commercial purposes without obtaining a licence to do so from us.
- f) If you print off, copy or download any part of our Websites in breach of these terms of use, your right to use our Websites will cease immediately and you must, at our request, return or destroy any copies of the materials you have made.

## **4) RELIANCE ON INFORMATION WE HAVE POSTED**

- a) Commentary and other materials posted on our Websites are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents.

## **5) OUR LIABILITY**

- a) Nothing in these terms limits or excludes School Pupil Tracker Ltd's liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, School Pupil Tracker Ltd shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; (g) wasted management or office time or (h) any indirect, consequential, special or exemplary damages arising from the use of our Websites regardless of the form of action.
- b) We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our sites.

## **6) VIRUSES, HACKING AND OTHER OFFENCES**

- a) When using our Websites you shall not post or send to or from our Websites any material:
  - i) for which you have not obtained all necessary consents;
  - ii) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
  - iii) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- b) Breaching the provision in 6(a)iii means you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Websites will cease immediately.
- c) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Websites or to your downloading of any material posted on it, or on any website linked to it.

## **7) WEBSITE LINKS TO AND FROM OUR SITES**

- a) Any links to third party websites located on our Websites are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from our Websites, it is at your own risk.
- b) If you would like to link to our Websites, you may only do so on the basis that you link to, but do not replicate, any page on our Websites, and subject to the following conditions:
  - i. you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
  - ii. you do not misrepresent your relationship with us or present any false information about us;
  - iii. you do not link from a website that is not owned by you; and
  - iv. your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.

## **8) GOVERNING JURISDICTION**

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.