# **Acceptable Use Policy**

This **Acceptable Use Policy** sets out the terms between you and us under which you may access our Website and it applies to all Members and visitors of our Website.

Your use of our Website means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement our Terms of Website Use. All definitions in our Terms of Website Use apply to this Acceptable Use Policy.

Our Website is operated by SquadInTouch Ltd ("We"). We are registered in England and Wales (Company number 09657481) and our registered office at Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP.

## 1 Prohibited uses

You may use our Website only for lawful purposes and must comply with the following rules:

- You will not collect Members content or information, or otherwise access our Website using automated means.
- You will not engage in unlawful multi-level marketing or use our Website for junk mail, spam or as a pyramid or similar scheme.
- You will not post content that is threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not post content on our Website that infringes or violates the rights of another Member or any other person.
- You will not access an account belonging to another Member and must not post anyone's identification documents or sensitive financial information on our Website.
- You will not use our Website or Services to do anything unlawful, misleading, malicious, or discriminatory and you will not bully, intimidate, or harass any Member.
- You will not do anything that could disable, overburden, or impair the proper functionality or appearance of our Website or Services.
- You will not facilitate or encourage violation of our Terms.

You will note use our Website:

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

- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm Pupils or any other minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (detailed below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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.

We can remove any content or information you post on our Website if We believe that it violates our Acceptable Use Policy.

## 2 Interactive services

We may from time to time provide interactive services on our Website, including, without limitation Chat rooms and Bulletin boards. ("Interactive Services").

Where We do provide any Interactive Services, We will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular for children) from third parties when they use any Interactive Services provided on our Website and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, We are under no obligation to oversee, monitor or moderate any Interactive Services We provide on our Website, and We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user or guest in contravention of our content standards, whether the service is moderated or not.

### 3 Content Standards

These content standards apply to any and all material which you contribute to our Website ("Contributions") and to any interactive services associated with it.

You must comply with the following standards which apply to each part of any Contribution as well as to its whole.

#### Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

#### Contributions must not:

- Include personal information or photographs of Pupils whose parents/legal guardian have <u>not</u> given the permission for such Contribution to be made in one of the following ways:
  - By the parent/legal guardian of the Pupil providing consent to the applicable Registered School in accordance with the Registered Schools policies in relation to whether or not they consent to Contributions which include personal information and/or photographs of the Pupil being published;
  - By the parent/legal guardian of the Pupil providing written consent for personal information and/or photographs of the Pupil being published on our Website as part of the registration process when registering as a Parent Member on our Website.
- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material or 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 person'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.
- Advocate, promote or assist any unlawful act.

# 4 Suspension and termination

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Website. When a breach of this policy has occurred, We may take such action as We deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms of Website Use upon which you are permitted to use our Website, and may result in us taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website.
- 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.
- Disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and We may take any other action We reasonably deem appropriate.

# 5 Changes to the acceptable use policy

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes We make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our Website.

This Acceptable Use Policy was last updated on 10 May 2016.