HOVEPARK
School / Sixth Form / Language College

Hove Park Gateway & Learning Platform Acceptable Use Policy

I agree to the terms and conditions in the Acceptable Use Policy below. I understand that agreeing to this policy includes, amongst other conditions, that:

- I will not give my Hove Park School Gateway or Moodle username or password to anyone else.
- I will not use any username or password other than the one issued to me.
- I will not give any usernames or passwords listed on the site for use by Hove Park School staff or students to anyone else.
- I will respect copyright when downloading, printing or re-purposing content accessed using the Hove Park School Gateway or Moodle
- I will not make use of any images of Hove Park School staff or students or visitors accessed using the Hove Park School Gateway or Moodle in any way.

"**Gateway**" includes the Gateway, Moodle, School Website, and other Internet sites on which these terms of use are posted. Hove Park School and any and all entities that control, are controlled by, or are affiliated or under common control with, Hove Park School are collectively referred to herein as "**we**," "**us**" or "**our**".

"**Users**" refers to all other persons that access the Gateway and its related sites, including the Parent, Student, Staff and Governor bodies of Hove Park School.

Use Of Content
Except as we specifically agree in writing, no content from the Gateway may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the Gateway, except that where the Gateway is configured to enable the download of particular content. You may download one copy of such content to a single computer for your personal, non-commercial, off-line, home use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the content, and (c) do not use the content in a manner that suggests an association with Hove Park School. Any business use, "re-mailing" or high-volume or automated use of the Gateway is prohibited.
In the event that we offer downloads of software on the Gateway and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to you by us or third-party licensors for your personal, non-commercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

SUBMISSIONS
In these terms of use, we use the word "**Submissions**" to mean text, messages, ideas, suggestions, photographs, and/or other similar materials that you submit, post, upload, display, communicate or otherwise distribute (collectively known as "**Distribute**") on or through the Gateway.

There are two types of Submissions: Solicited Submissions and Unsolicited Submissions. "**Solicited Submissions**" means those Submissions (a) that we expressly request or (b) enable you to provide to us via any feature or activity on the Gateway for our review or display. "**Unsolicited Submissions**" are any and all Submissions that do not fall within subparagraphs (a) or (b) of this paragraph. **Do not distribute any unsolicited submissions.** Accordingly, we shall be entitled to exploit and disclose all Submissions, and we shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission.

Accounts
You are required to have a valid account to access the Gateway. You agree to provide, maintain and update true, accurate, current and complete information about yourself as requested by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us at netadmin@hovepark.org.uk of any unauthorised use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Gateway. We may suspend or terminate your account and your ability to use any Gateway site or feature for failure to comply with these terms of use or any special terms relating to a particular service, for infringing copyright, or for any other reason whatsoever.

Public Forums & Communication
"**Public Forum**" means an area, site or feature offered as part of the Gateway that offers the opportunity for Users to contribute Submissions including chat, message boards, instant messaging, social community environments, profiles, blogs and email.
You acknowledge that contributions/submissions to any Public Forum are publicly accessible to all users of the Gateway and you have no expectation of privacy with regard to any submission to a Public Forum. You are and shall remain solely responsible for the submissions you distribute on or through the Gateway under your username or otherwise by you in any Public Forum. Whilst we will make every effort to monitor the Public Forum, we cannot be held responsible for doing so.

Rules Of Conduct
The following Rules of Conduct apply to the Gateway. By using the Gateway, you agree that you will not distribute or contribute any submission that: (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity; (e) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; (f) infringes or violates any right of a third party including: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy; or (iii) any confidentiality obligation; (g) is commercial, business-related or advertises or offers to sell any products, services or otherwise; (h) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Gateway or any connected network, or otherwise interferes with any person or entity's use of the Gateway; or (i) (i) does not generally pertain to the designated topic or theme of the relevant Public Forum; (ii) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (iii) is antisocial, disruptive, or destructive, including "flaming," "spamming," and "flooding," as those terms are commonly understood and used on the Internet.

Cooperation & Removal Of Submissions
We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from the Gateway that violates these terms of use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order, or (ii) help to enforce these terms of use and/or protect the safety or security of any person or property, including the Gateway. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

Content Accessible Through Links From Gateway
You should be aware that when you are on Gateway, there are links to other sites that take you outside of our service to sites that are beyond our control, such as banner advertisements, sponsors and content partners. You acknowledge that when you click on any of the aforementioned links, the sites you are taken to are not controlled by us; different terms of use and privacy policy may apply, and we are not responsible for such sites. We do not endorse any products or services that you purchase from a third-party site that links to or from any Gateway or third-party content contained on our sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties. Nor can we be held responsible for the accuracy, relevance, legality or decency of material contained on sites retrieved in searches and/or listed in search results or identified on search results pages.