

## **Acceptable Use Policy for Hosting websites.**

It is necessary for Bristol City Council Children & Young Peoples Services IT (the Host) to impose reasonable rules and regulations on the Customer in respect of its Hosting Services. The Customer expressly acknowledges and agrees that the Host will be entitled to make such reasonable changes to this Acceptable Use Policy ('AUP') as may be necessary to reflect any changes in the Services or any applicable law or community standards.

The Host will be able to validly notify the Customer of any change to the AUP by posting a revised AUP on the Host's website. The Customer acknowledges and agrees that it is its responsibility to make itself aware of any change to the AUP. Any defined terms in the Host's standard terms and conditions shall apply here. In addition, in this AUP the following words shall have the following meaning:

'Clientware' the equipment, systems and software provided by the Customer in connection with the Services, i.e. for co-location

'Hardware' the equipment, cabling and systems provided by the Host in connection with the Services

'Keywords' those words notified to the Customer by the Host which control the Customer's access to some of the Services including without limit a password and user name

### **1. Lawful Use**

The Services may only be used for strictly lawful purposes. Prohibited activities include but are not limited to the transmission, storage or presentation of any information, data or material that is in violation of any law or regulation or internet user convention. Examples of such information or material include copyrighted material or material otherwise legitimately protected in law including intellectual property or material that is obscene, abusive, offensive, defamatory or constitutes harassment.

Accordingly, the Customer agrees that it shall: -

1. immediately notify the Host if it becomes aware of any unauthorised use of all or any of the Services, software, or Hardware;

2. not knowingly use the Services, software, or Hardware or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any unlawful material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches the rights (including without limit IPRs) of any third party or which is or encourages criminal acts or contains any virus, worm, trojan

horse or other harmful code) whether under English law or regulation, the laws or regulations of the Customer's country or any other place where the results of such purpose or such material can be accessed;

3. not knowingly use the Services, software, Clientware or Hardware or allow them to be used for the publication, linking to, issue or display of any material which in the absolute discretion of the Host may harm the Host or any of its clients or bring the Host into disrepute or may call into question any action taken by the Host on the Customer's behalf;

4. not knowingly use the Services, software, Clientware or Hardware or allow them to be used in breach of good netiquette practices;

5. remove or prevent access to any material which is hosted on any of the Hardware or Clientware and which causes or is likely to cause the client to be in breach of the AUP or the Host's standard terms and conditions;

6. ensure that it has all necessary consents, permissions and licences to make use of the Services including without limit registration under the Data Protection Act 1998;

7. not provide any technical or other information obtained from the Host and/or relating to the Services, to any person, company, firm or government which the Customer knows or ought reasonably to be aware may directly or indirectly lead to a breach of any English law or regulation;

8. use reasonable endeavours to ensure that all material or data hosted by the Host on any website operated by the Customer from time to time or communicated through such site or using the Clientware, Hardware and/or software is checked for viruses and other harmful code;

9. be responsible for keeping regular back ups of all material and data hosted by the Host on any website operated by the Customer from time to time using the Clientware, Hardware or software;

10. ensure that all Keywords are at all times kept confidential, used properly not disclosed to unauthorised people and if the Customer has any reason to believe that any Keyword has become known to someone not authorised to use it or if any Keyword is being or is likely to be used in an unauthorised way or the Customer is aware of any other breach of security then the Customer shall inform the Host immediately;

11. be entirely liable for all activities conducted and charges incurred under its Keywords whether authorised by it or not and the Customer acknowledges that the Host shall not be liable for any loss of confidentiality or for any damages arising from the Customer's failure to comply with clause 10 unless such loss or damages arise as a result of the Host's negligence in handling the Keywords;

12. not use any part of the Host premises except as is reasonably necessary to inspect and maintain the Clientware and the Customer shall ensure that such part of

the premises are kept in good condition and are returned to their original condition upon any termination of any Contract for the provision of Services;

13. ensure that all its communication details which are provided to the Host are at all times true, current, accurate and complete and the Customer shall promptly notify the Host of any such details and the Customer acknowledges that the Host shall not be liable for any costs, damages or loss which the Customer may suffer or incur as a result of failure to notify such changes to the Host.

The Customer acknowledges that in order to make proper use of the Services it should have a basic knowledge of how the Internet functions and what types of use are and are not acceptable. The Customer acknowledges that the Host shall have no obligation to: (a) manipulate any material which the Customer wishes to and/or does post on any website it operates or any communication which it issues or sends in connection with any of the Services; or (b) validate or vet such material for usability, legality, content or correctness.

15. The Customer acknowledges that it will not do or suffer anything to be done which will cause the Host to be in breach of any terms and conditions imposed on it from time to time by any Hardware provider and the Customer acknowledges that it has had sight of and has access to such terms and conditions from time to time.

The Host will co-operate fully with any criminal investigation into a Customer's alleged performance of any of the prohibited activities contemplated by the paragraph above.

## **2. Security Responsibilities**

All violations of systems or network security are prohibited and could result in the customer's criminal or civil liability. Violations contemplated by the Host and which are examples of prohibitive behaviour include but are not limited to:

- monitoring data on any system or network without an authorised party's permission;
- unauthorised access to data, systems or networks including attempts to access the level and type of security on the network or system or any attempts to break the security or authentication measures without an authorised parties permission;
- interference or attempt to disrupt the service to any other user or Customer

All costs, losses or damages incurred by the Host in investigating any suspected violation or in remedying any damage caused by violation shall be met by the violator in question.

## **3. Worldwide Web Usage**

The Customer is solely responsible for any web pages owned or operated by it. The Host has absolute discretion over Customer's web-pages and can remove any pages at any time for whatever reason. The Customer should not use any worldwide web-

page in or outside the Host's domain to violate any part of the AUP or disrupt or adversely interfere with the user.

Pages generating an inordinate amount of traffic will be dealt with at the Host's discretion.