

## **ACCEPTABLE USE POLICY**

### **THE PURPOSE OF THIS POLICY**

It is important to us as Century-Tech that all of our Subscribers and their nominated Student Users and Teaching Staff have the best possible experience while using our sites and resources. To ensure this, and that we comply with relevant data protection policies (including GDPR) we have set out in this Policy how we, at Century, expect you to use the website to which you have access and where you will be able to interact with Century and, in certain cases, other users of our product. We are committed to ensuring that the experience you and other users have with us is the best possible and free from risks of any nature to you and other users together with the organisation we have agreed to provide our product to.

### **PLEASE READ THE TERMS OF THE POLICY CAREFULLY BEFORE USING THE SITE**

This Policy sets out the content standards and expectations we have relating to the way you interact with the site that you have access to for purposes including uploading content to our site, making contact (where expressly permitted) with other users on our site, linking to our site, or interacting with our site in any other way.

### **Who we are and how to contact us**

Throughout this Policy we refer to ourselves as Century-Tech Limited or "Century" ("We"). We are a company registered in England and Wales (registered number 08482934). Our registered address is 2 Printer's Yard, 90a The Broadway, London, England, SW19 1RD. Our VAT number is 209 5036 23.

We are a limited company.

To contact us, please email [info@century.tech](mailto:info@century.tech)

### **How to access our websites**

If your use is authorised through a school, college or other institution that we have licensed the Century Learning Platform to your access will be through <https://app.century.tech>.

### **By using our site you confirm the following:-**

By using our site, you confirm that you are willing to comply in all respects with the terms of this Policy and that you have familiarised yourself with the detail of the Policy.

If you do not agree to work within the Policy, you must refrain from using your access rights for any purpose that is covered by this Policy.

### **There are other terms that may affect your use of the Century Learning Platform**

If you are a registered user of Century through an organisation that has taken our product or are currently participating within a pilot, the organisation has agreed to the Licence Terms and Conditions *[insert link to appropriate webpage]* In doing so the organisation has agreed to ensure that all users comply with the requirements of this Acceptable Use policy.

## **We may make changes to the terms of this Policy**

We amend these terms from time to time. When we do so we will highlight this alerting you at the time of your log on and giving you the date the changes took effect.

## **Prohibited uses**

You may not use our site:-

- 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 young and/or vulnerable persons in any way;
- In any way which infringes any copyright, database rights, trademarks or other intellectual property;
- Without the express agreement in writing of Century, to advertise or promote any services or other sites;
- 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 or negligently 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 or compromise in any other way the operation of any computer software, hardware or networked system.
- For the purpose of creating, transmitting or displaying illegal, offensive or harmful material, including but not limited to material which you upload to our site and which, on the determination of Century:-
  - Is defamatory of any person;
  - Is obscene, hateful or inflammatory;
  - Infringes any Government or other regulatory guidance or policies that are applicable to our business or to education and institutions providing education generally;
  - Is sexually explicit or promotes sexually explicit material;
  - Promotes violence;
  - Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - Incites or contributes in any way to any unlawful, criminal or terrorist act or assists any party to commit the same;
  - Is likely to deceive any person;

- Invades another's privacy, or causes annoyance, inconvenience or needless anxiety;
- Is inaccurate (where it states facts) or is not genuinely held (where it states opinions);
- Breaches any legal duty owed to a third party, such as an enforceable promise or undertaking to do or not do something;
- Impersonates any person or organisation, or misrepresents your identity or affiliation with any person; or
- Gives the impression that the contribution emanates from Century, when this is not the case.

You also agree:

- Not to reproduce, duplicate, copy or re-sell or purport to resell any part of our site or any content accessible from the Site;
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software or data assets used or available in any form in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

### **Interactive services**

We may from time to time provide interactive services on our site, including, without limitation:

- Remote learning (e.g. Homework)
- Classroom learning
- Data retrieval
- Content creation
- Learning and classroom related communication

These facilities are likely to be deemed to be information society services and access to such services will require the giving of consent in an appropriate and lawful manner.

Where we do provide any interactive service, 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). Please refer carefully to any instructions that we provide at the time when you are invited to and are considering signing up for any such facility.

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 service provided on our site, 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 service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of this Policy and our content standards, whether the service is moderated or not.

The use of any of our interactive services by an individual under the age of 13 is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Young persons who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

### **Breach of this Policy**

When we consider that a breach of this Policy has occurred, we may take such action as we deem appropriate. This could include (but without limitation):-

- Considering the breach to be a breach of your licence to access and use the facilities we provide;
- Notification of the organisation that your access has been provided by or facilitated by to any relevant thirdparty including police, safeguarding and anti-terrorism organisations of the circumstances;
- Immediate, temporary or permanent withdrawal of your right to use our site;
- Immediate, temporary or permanent removal of any material uploaded by you to our site;
- 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 or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **Which country's laws apply to any disputes?**

If you are a consumer, please note that any dispute concerning the operation of the terms of this Policy are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a

resident of any other territory and the legal system of that territory precludes restricting consumer access to local courts you shall in those circumstances only be entitled to bring any matter before a local court of law in your territory of residence.

If you are a business which for this purpose includes educational establishments, public or independent, the terms of this Policy are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.