

Digital Homework Planner (DHP) : Acceptable Use Policy

This acceptable use policy set out the terms between you the 'user' and us 'Boomerang Education', under which you may access the DHP digital planner system. This policy applies to all users of DHP.

Using DHP means that you accept, and agree to all the policies in this acceptable use policy which supplement our terms of use.

DHP is operated by Boomerang Education Ltd (Trading Division of Boomerang Media Group Ltd) incorporated and registered in England and Wales with company number 4526847 and whose registered office is at Manor House, Manor Park, Church Hill, Aldershot, Hampshire, GU12 4JU, United Kingdom

You shall not use the services in DHP in any way that breaches any applicable local, national or international law or regulation, or in any way that is illegal, unauthorised or fraudulent, or has any unlawful or fraudulent purpose or effect.

You agree to not use DHP to:

- Upload, post, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasion of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- Harm or attempt to harm minors in anyway;
- Impersonate any person or entity, including but not limited to teacher, students, school administration staff or Boomerang employees, or otherwise misrepresent your affiliation with a person or entity.
- Upload, post or otherwise transmit any content that you do not have a right to transmit.
- Upload, post, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other propriety rights of any party;
- Upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam' or any other form of solicitation.
- Upload, post or otherwise transmit any material that contains software viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code, files or programs designed to interrupt, damage or limit the functionality of any computer software or hardware or internet enabled device,
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- Reproduce, duplicate, copy sell, resell or exploit any portion of DHP, or access to the services without our express written permission.

- 'stalk' or otherwise harass another;
- Extract, collect, process combine or store data about other users;
- Access without authority, interfere with, damage or disrupt;
 - o Any part of DHP
 - o Any equipment or network on which our site is stored
 - o Any software used in the provision of DHP
 - o Any equipment or network or software owned or used by any third party
- Send knowingly receive, upload, download, use or re-use any material which does not comply with the content standards outlined above.

Interactive services

We may from time to time provide interactive services on our site. We will do our best to assess any possible risks for users, from third parties when they use an Interactive service on DHP. However, we are under no obligation to oversee, monitor or moderate any interactive services 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 our content standards, whether the service is moderated or not.

Content Standards

These content standards apply to any and all content or other material which you contribute to DHP ('Contributions'), and to any Interactive Services associated with it.

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

Contributions must:

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

Contributions must not:

- Contain and material which is defamatory of any person;
- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote 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'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; or
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of DHP. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this policy constitutes a material breach of the Terms upon which you are permitted to use DHP, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use DHP;
- Immediate, temporary or permanent removal of any posting or 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; and
- 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.

Changes to the acceptable use policy

We may make changes to this acceptable use policy at any time, and will provide at least 14 days' notice by email to all DHP users.