



BRING YOUR OWN DEVICE (BYOD) ACCEPTABLE USE POLICY: TERMS AND CONDITIONS

This *Acceptable Use Policy* ("Policy") covers Newcastle School for Boys across all of its registered sites

Sixth Form Centre, 1 Moor Road South, Gosforth, Newcastle-upon-Tyne, NE3 1NN
Senior School, 34 The Grove, Gosforth, Newcastle-upon-Tyne, NE3 1NH
Junior School, 30 West Avenue, Gosforth, Newcastle-upon-Tyne, NE3 4EH
Infant School, 21 North Avenue, Gosforth, Newcastle-upon-Tyne, NE3 4DT

The Policy applies to all users of our WiFi wireless communication services and to all our internet related services (together the "Services"). The restrictions included in this Policy are in addition to the restrictions included in our WiFi terms and conditions, our *User Agreement Policy* and our *Privacy Policy*. Your use of our Services means that you accept, and agree to abide by the terms and policies referred to above (including this Policy).

Prohibited uses

You may use our Services only for lawful purposes. You may not use our Services, without limitation:

To do anything that includes storing, sending or distributing:

- any content or material which is restricted, prohibited or otherwise unlawful under any applicable law (or which is likely to be), including material and/or content which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings (or encourages conduct that would constitute a criminal offence or give rise to civil liability);
- confidential information, copyright material, trademarks, trade secrets or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so, or that in any way breaches a third party agreement (including but not limited to a non-disclosure agreement) or obligation;
- any content or material, which interferes with other users of any of our Services (or may do so) or restricts or hinders any person from accessing, using or enjoying the internet, our Services, our network or systems (or the networks or systems of our suppliers);

To do any other act or thing which is unlawful, illegal, fraudulent (or has any unlawful or fraudulent purpose or effect) or is otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;

To access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network or to violate the privacy, publicity or other personal rights of others or to impair the privacy of communications;

To compromise the security, tamper with, hinder the operation of or make unauthorised modifications or integrity of any network or system including, but not limited to, our network or systems (or our suppliers' network or systems) or to cause technical disturbances to our network or to our suppliers' network);

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;

To forge header information, email source address or other user information or use another person's name, username or password or otherwise attempt to gain access to the account of any other customer;

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), in breach of the Privacy and Electronic Communication Regulations 2003 or otherwise;

In any way that:

- degrades or interferes with other users' use of any of our Services (or may do so) or disrupts or interfere with our network or Service or cause a host or the network to crash;
- breaches any applicable local, national or international law, regulation or code of practice (including export control laws or regulations);
- contravenes generally accepted standards of internet or other networks conduct and usage, including but not limited to denial of service attacks, web page defacement, port or network scanning and unauthorised access to systems;
- attempts to avoid incurring charges or to avoid otherwise being required to pay for such usage;
- harms or attempts to harm minors in any way;
- To assist, encourage or permit any persons in engaging in any of the activities described in this section. If you become aware of any such activities, you must immediately notify Arqiva WiFi and take all other appropriate actions to cause such activities to cease.

(Collectively referred to as the "Prohibited" Uses").

Suspension and termination

We will determine, in our sole discretion, whether there has been a breach of this Policy through your use of our Services. 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 any of our terms and conditions covering the Services that we are providing to you upon which you are permitted to use our Services, and may result in Newcastle School for Boys taking all or any of the following actions:

- Issue of a warning to you.
- Immediate, temporary or permanent withdrawal of the Services.
- 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.
- 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 Policy. The responses described in this Policy are not limited, and we may take any other action we reasonably deem appropriate.

We will exercise the reasonable discretion and judgment that the administration of this Policy requires.

Changes to this Policy

We may revise this Policy at any time by posting the updated version of the Policy on our site. You are expected to check this Policy 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 Policy may also be superseded by provisions or notices published elsewhere on our site.

September 2017