

Terms and Conditions

## RULES FOR ONLINE CONDUCT

Gulliver Schools

**Welcome to the Gulliver Schools website. Please review the following terms and conditions carefully before using this internet site. By accessing, using, or downloading any materials from this website, you agree to follow these terms. If you do not accept these terms, do not use this site.**

### **Introduction**

The Gulliver Schools website serves as a resource for individuals both inside and outside of the Gulliver community. The site functions as a central means of communication among parents, students, trustees, faculty, staff, and alumni. Prospective families are also included in its target audience. Users are able to access up-to-date news, calendars, schedules, and other school information such as the school's mission, history, curriculum, admissions materials, and campus map. This policy seeks to address these uses and to be flexible enough to meet future needs as they occur.

Because the Gulliver website is an official school publication, the director of communications and public relations has been appointed to serve as the monitor of the site. The communications department is charged with regularly reviewing the external website to ensure that the information presented is accurate, consistent, and up-to-date, and that design elements are uniform. Each individual department and teacher is responsible for posting and reviewing all content for the department and teacher pages.

The director of communications and public relations also maintains direct contact with each division and office of the School to ensure the needs of their constituencies are being recognized and addressed. The director of communications and public relations will assist, empower, and train divisions and offices with the creation, publication, maintenance, and updating of an office or division's web pages.

Visitors and members of the Gulliver community may not modify the materials on the external site in any way, reproduce, or transmit in any form, by any means, publicly display, perform, distribute, or otherwise use the materials for any public or commercial exploitation, except as otherwise explicitly provided on this site or approved by the director of communications and public relations. Any unauthorized use of the materials on any other internet site or networked computer environment for any purpose is strictly prohibited.

### **Maintenance and Privacy Regulations of Website Content**

In order that the site serves as a reliable resource for prospective students and employees, as well as for parents, current students, alumni, faculty/staff, trustees, and members of the Gulliver community, it must contain timely information. Each office and division must review and maintain its section of the website and work to ensure that it is current and relevant.

Persons wishing to post announcements on the homepage or other portions of the website should submit their request through email to the director of communications and public relations. Postings are at the discretion of the director of communications and public relations.

Photographs on the site are changed as needed by the director of communications and public relations and trained school personnel. Student's names may be posted to the site and its online publications to

highlight achievements, but the safety of our students needs to be taken in to account overall. Care must be taken especially with the students in primary, lower, and middle school.

Personal contact information for students, parents, and faculty/staff, including home and e-mail addresses, telephone numbers, and other information that could be used by unauthorized individuals, will not be published on the public portion of the Gulliver website without prior permission. Student, parent, and alumni contact information is available through secure, password protected portals on the Gulliver website.

It is important to remember that, as in the case of anything on the Website, audio recordings, and video clips represent the school. Therefore, audio or video must be of the highest possible quality. Video, which is inappropriate in content, blurry, unsteady, or difficult to view will not be posted. Audio that is difficult to hear or inappropriate in content will not be posted. Content must be of a nature as to speak to unique aspects of the school.

Final discretion as to whether a media file is placed on the Gulliver website rests with the director of communications and public relations.

### **No Warranties**

Materials at this site are provided “as is” without representations or warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

In addition, while making every effort to ensure the integrity of information on this site, Gulliver Schools does not warrant that: (i) the information on this site is correct, accurate, reliable, or complete; (ii) the functions contained on this site will be uninterrupted or error-free; (iii) defects will be corrected; or (iv) this site or the server(s) that make it available are free of viruses or other harmful products.

Product and service descriptions and specifications are subject to change. Gulliver Schools periodically adds or updates the information and documents on this site without notice. It is your responsibility to ascertain whether any information downloaded from this site is free of viruses, worms, Trojan horses, or other items of a potentially destructive nature.

### **Copyright**

This site, Materials, and logos are the property of Gulliver Schools, and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. If you breach any of these terms, your authorization to use this site automatically terminates, and you must immediately destroy any downloaded or printed materials. Unauthorized use of our trademarks or copyrighted material may result in claims for damages and/or be a criminal offense.

### **Acceptable Use**

Gulliver Schools has adopted and enforces the following Acceptable Use Policy (AUP) set forth in this website policy for materials posted on its website and on any Gulliver related site. The school reserves the right to remove or disable access to material that violates its acceptable use policies. However, the school does not assume any responsibility or liability for content provided by others, including content provided by faculty/staff, parents, and students on their own personal web pages.

## **GULLIVER SCHOOLS ACCEPTABLE USE POLICY (AUP) FOR TECHNOLOGY RESOURCES**

- Gulliver Schools maintains an extensive network of technology resources for the use of students, faculty, and staff.
- Recognizing that the use of the Gulliver Schools technology resources is a privilege, not a right, users of the Gulliver network must comply with all applicable federal and state laws, school rules and policies, and the terms of any applicable contracts. Such laws include, but are not limited to, copyright and trademark laws, the Florida Computer Crimes Act, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the Gulliver Schools Student Code of Conduct and the Gulliver Schools Harassment Policy.
- **(Was new in 2010-2011)** All electronic communication systems and data, including, but not limited to digital, voice, e-mail, and all information transmitted by, received from, or stored in these systems are property of Gulliver Schools; these systems, including the Internet, are to be used solely for job-related purposes and not for personal purposes.
- **(Was new in 2010-2011)** Gulliver systems are monitored therefore there should be no expectation of privacy in connection with the use, transmission, or storage, of Gulliver-owned/supplied equipment or systems.
- Users will use the Gulliver systems and technology resources in a way that promotes the academic mission of Gulliver Schools.
- Computing resources are not to be used for commercial or financial gain.
- Users will be responsible in their use of resources so as not to interfere unreasonably with the activity of other users, or with the operation and maintenance of the organizational network and infrastructure.
- Users will refrain from any activity that consumes excessive bandwidth or disk space and will support the conservation of system resources by frequently deleting unused files and e-mails, and refraining from excessive printing.
- Users will recognize the importance of maintaining a safe and secure environment for the use of technology resources and accept responsibility for maintaining secure passwords and appropriate file protections; account passwords and resource logins are not to be shared with other users; users may not use someone else's account, either with or without permission; or attempt to gain access to any account not belonging to them or to a system on which they are not authorized.
- Users will act responsibly when utilizing electronic communication; prohibited actions include, but are not limited to, the sending of any communication that uses abusive or otherwise objectionable language in either public or private messages; the sending of messages that are likely to result in the loss or disruption of recipients' work or systems; or any other type of use which would cause congestion of the networks or otherwise interfere with the work of others.
- Users will recognize the importance of maintaining the safety and security of all members of the Gulliver community on the Internet and will use resources only in ways that protect the identity of other members of the Gulliver community; users will refrain from using any print or digital text, icons, web pages or other materials that may in any way jeopardize the safety or compromise the identity of others.
- Gulliver's Information Technology Department may monitor at any time the use of Gulliver's technology resources and may recommend removal or suspension of access to those resources for any violations of the Acceptable Use of Technology Resources policies.
- Access to any or all technology resources may be revoked at any time for abusive conduct.
- Violations of these provisions will result in the termination of user privileges and the imposition of appropriate disciplinary actions. Legal action also may be taken against violators.
- **(Was new in 2010-2011)** Gulliver will monitor electronic communication tools such as blogs, personal webpages, advertisement, etc. which through words, pictures, or symbols, could compromise the safety or reputation of a Gulliver student or employee.

- From time to time Gulliver teachers, coaches, other employees, students, and those not associated with Gulliver develop personal web pages which may post information about Gulliver, its students, employees, or others affiliated with the school; these pages are not sanctioned by, run by, or authorized by Gulliver Schools, and Gulliver cannot assume liability for any information presented on any webpage not specifically and directly authorized or fully sponsored by Gulliver Schools.

### **Social/Web 2.0 / Collaborative Content**

Recognizing the benefits collaboration brings to education, Gulliver may provide employees and students with access to web sites or tools that allow communication, collaboration and sharing, among users.

Gulliver employees and students are expected to communicate with the same appropriate, safe, mindful, courteous conduct online as offline. Posts, forums, sharing, and messaging may be monitored. Users should be careful not to share personally-identifying information online.

### **Mobile Devices Policy**

Gulliver Schools may provide employees and students with mobile computers or other devices to promote learning outside of the classroom. Users should abide by the same acceptable use policies when using school devices off the school network as on the school network.

Users are expected to treat these devices with extreme care and caution; these are expensive devices that the school is entrusting to your care. Users should report any loss, damage, or malfunction to IT staff immediately. Users may be financially accountable for any damage resulting from negligence or misuse.

### **Cyberbullying**

Cyberbullying will not be tolerated. Harassing, dissing, flaming, denigrating, impersonating, outing, tricking, excluding, and cyberstalking are all examples of cyberbullying. Don't send emails or post comments with the intent of scaring, hurting, or intimidating someone else.

Engaging in these behaviors, or any online activities intended to harm (physically or emotionally) another person, will result in severe disciplinary action and loss of privileges. In some cases, cyberbullying can be a crime. Remember that your activities are monitored and retained.

### **Rules for Online Conduct Gulliver Schools Portal Pages**

The Gulliver Schools website and all of the content areas, portals, and other benefits available on [www.gulliverschools.org](http://www.gulliverschools.org) are privileges provided to its users by Gulliver Schools. Violation of the terms and conditions may result in the loss of Gulliver Schools account privileges temporarily or permanently as outlined below.

### **Disclaimers**

The contents of these pages are subject to periodic change without notice from Gulliver Schools. Gulliver makes no representations or warranties of any kind, expressed, or implied, as to the operation of the website, the information, content, accuracy, completeness, materials, or products, included on this website. To the full extent permissible by applicable law, Gulliver Schools disclaims all warranties, expressed or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Gulliver Schools will not be liable for damages of any kind arising from the use or inaccessibility of this website including, but not limited to, direct, indirect, incidental punitive, and consequential damages.

Gulliver Schools shall not be liable for the disclosure of any information that you provide through the website and you are cautioned to consider the possible disclosure of any information that you provide on the site prior to utilizing the service. You agree that any information obtained through the website is at your own risk and you agree to indemnify, and hold harmless, Gulliver Schools, and its employees from any claims, damages, losses, liabilities, costs, and expenses, resulting directly or indirectly from your use of the site.

Gulliver Schools reserves the right to routinely screen or monitor content posted by users to the website. In addition, Gulliver Schools reserves the right to remove content which violates the above rules of which it becomes aware, but is under no obligation to do so.

You will not access or attempt to access any other user's account, misrepresent, or attempt to misrepresent your identity while using the website or portals.

### **Choice/Opt-Out**

Our site provides you the opportunity to opt out of receiving communications from us when we have requested information about you. The portals allow you the option for removing your information from our database in order to avoid receiving future communications or to no longer receive information about our community.

### **Correct/Update**

Our portals give you the option for changing and modifying information previously provided in the biographical (contact) information area.

### **Links to Third Party Sites**

This Website may contain links to websites controlled by parties other than Gulliver Schools. Gulliver has not necessarily reviewed these third-party sites and is not responsible for and does not endorse or accept any responsibility for the contents or use of these third-party sites. Gulliver Schools is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Gulliver Schools. It is your responsibility to take precautions to ensure that whatever you select for use is free of viruses or other items of a destructive nature.

### **No Implied Endorsements**

In no event shall any reference to any third-party or third party product or service be construed as an approval or endorsement by Gulliver Schools of that third party or of any product or service provided by a third party.

## **Non-Commercial Use Only**

The Gulliver Schools website is made available only for the personal, non-commercial use of individual users. Users may not modify, copy, distribute, frame, deep link, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the site without the express written consent from Gulliver Schools, which may be withheld, in its sole discretion.

In consideration for your use of the website, you agree to provide true, current, accurate, and complete information about yourself as requested during the registration process, and to update such information as may be necessary to keep it true, current, accurate, and complete.

You agree that you will use the website in a manner that complies with all applicable laws, and you acknowledge that you are solely responsible for any content that you upload, download, transmit, or otherwise process using the site.

You agree not to:

- a. transmit via the site or portal any data, text, video, audio, or other content that is critical of Gulliver Schools, offensive, obscene, pornographic, inflammatory, harassing, threatening, tortious, invasive of another's privacy, abusive, hateful, defamatory, harmful to minors, or is otherwise objectionable;
- b. transmit via the site or portal any content that infringes any patent, trademark, copyright, rights of publicity, or other intellectual property right;
- c. transmit any content that violates any applicable local, state, national, or international law that could give rise to civil or criminal liability;
- d. transmit any unsolicited promotional content, advertising materials, "spam," chain letters, or other such solicitation;
- e. use the website to publicly broadcast, transmit, or display content for "pay-per-download" or other commercial purposes;
- f. use the website to transmit content which includes a virus, worm, Trojan-horse, sniffer, or other code designed to acquire information about other users or disrupt the functionality or availability of any computer program, database, the site or any other internet host; or
- g. disguise your identity by spoofing, forging headers, using third-party relayers, or otherwise obscuring the origin of transmitted content, including impersonating another person or entity.

## **Trademark Information**

Gulliver Schools possesses rights in the United States and elsewhere in its trademarks, service marks, trade names, designs, logos, and other trade dress used in connection with the Materials and the products or services described in the Materials. No use of any Gulliver Schools trademark, service mark, trade name, design, logo, or other trade dress may be made without the prior, written authorization of Gulliver Schools, except to identify the products or services of Gulliver Schools. Except as permitted by these Terms, nothing contained in the site should be construed as granting, by implication, or otherwise any license or right to any person under any patent, trademark, copyright, or other proprietary right of Gulliver Schools. Company, product, and service names mentioned in the site that are not owned by Gulliver Schools are trademarks or service marks of their respective owners.

## **Submissions to this Site**

Any communications you send to this site or otherwise to Gulliver Schools by electronic mail or other means are on a non-confidential basis and shall be the exclusive property of Gulliver Schools and its affiliates. Gulliver Schools is under no obligation (except as stated in Gulliver Schools' Privacy Policy

Statement) to refrain from reproducing, publishing, or otherwise using the content of any such communications, including any ideas, inventions, concepts, techniques, or know-how disclosed therein, in any way or for any purpose, including developing, manufacturing and marketing goods or services, without any obligation to you.

If you send any communications to this site or otherwise to Gulliver Schools, you shall be responsible for the content and information contained therein, including its truthfulness and accuracy.

### **Privacy Statement**

Gulliver Schools has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information-gathering and dissemination practices for this Website: [www.gulliverschools.org](http://www.gulliverschools.org).

### **Security**

Unfortunately, no data transmission can ever be 100 percent secure. While we try to protect your personal information, we cannot ensure or warrant the security of the personal information that you transmit. You transmit such information at your own risk. Once we receive such information, we will expend our best efforts to maintain security on our system.

### **Information Usage**

Information gathered on the website may be used by Gulliver Schools. Our site provides users the opportunity to opt out of receiving communications from us.

### **Trademarks and Service Marks**

Gulliver is currently in the process of registering several trademarks or its affiliates in the United States and/or other countries:

All of the logos are covered by the above language in the Paragraph Trademark Information.

### **Contacting the website**

If you have any questions about this privacy statement, the practices of this Website, or your dealings with this Website, you can contact:

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