Acceptable Use Policy

In the use of eCom Learning Solutions[1] supplied products and services, you must comply with the provisions contained in this Acceptable Use Policy ("AUP") and any other AUP's that might apply at all times.

TERMS & CONDITIONS OF SUPPLY
THE FOLLOWING, WHEN ACCEPTED BY YOU (WHETHER AS AN INDIVIDUAL, OR IF APPLICABLE, ACTING AS THE REPRESENTATIVE OF A COMPANY, CORPORATION OR OTHER ENTITY) SHALL CONSTITUTE YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET OUT BELOW. PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING UP AND ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT SIGN UP OR USE THE SERVICE.

DEFINITIONS
eCom Learning Solutions is a registered trading name of eCom Scotland a company founded in 1999, registered in Scotland at 18b Dickson Street, Dunfermline KY12 7SL, Fife, Scotland, and its subsidiary eCom USA Learning Solutions LLC, registered in 134 E. Clayton St, Athens, Georgia 3060, United States of America, Shall Be Referred To In This Agreement As "eCom", "us" or "we".

Our services and the eNet Applications both OnDemand or Customised shall be referred to in this agreement as "The eNet Service", the "service" or the "eNet website". "you" means you individually, and if you are representing an organisation, it also includes the organisation that you represent.
eNet Applications including:
 eNetEnterprise®, eNetAssess™, eNetTMS™,
eNetLearn®, eNetAuthor®, eNetBadges™ and eNetReality™

Acceptable Use Policy Agreement shall be referred to in "this agreement", "agreement", "service agreement" or the "eNet agreement". "Enrolees" referred to in this agreement are any users of the application. Each User requires a user license to accessed the service via a unique email address and secure password.
"Administrator" is a User who has been appointed by the company to manage their account, by creating users and defining and modifying roles.

1. ACCEPTANCE OF TERMS
Everyone who uses the Service – including trial versions of the Service – shall be bound by this Agreement. If you do not agree to the terms and conditions set forth, then you should not access or use the Service. By registering for the service you are acknowledging you have read and understood and agree to be bound by this agreement.

General Information

This AUP applies to every eCom product and service and your use of them. For some products and services there are particular points to which you must conform to when you are using that product or service. Appendices A through D of this document give further guidance as to how this AUP is applied to specific Products and services.

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[1] eCom Learning Solutions is a registered trademark and trading name of eCom Scotland Ltd, and its solely own subsidiary eCom USA Learning Solutions LLC

It is your responsibility to ensure your compliance with all applicable provisions of this AUP. If you have any comments or queries, or there is any provision that you do not understand, please feel free to email any enquiry to us at connect@ecomlearningsolutions.com

It is not possible to codify exactly what constitutes "acceptable use" and "unacceptable use" or abuse of the Internet. These terms depend upon the many informal understandings which have arisen between the administrators, owners and operators of the computers and networks that together constitute the Internet, and of which eCom is only one participant among many. In our opinion:

- You must not use your eCom product/service for any illegal purpose.
- Your traffic over the Internet may traverse a range of networks, or use other services which are not owned or operated by eCom. You must abide by the acceptable use policies and other terms and conditions imposed by the operators of those networks and services.
- eCom may, at its sole discretion, run or ask network suppliers to run manual or automatic systems to determine compliance with this AUP (e.g. scanning for malware or spyware). By accessing the Internet via eCom supplied services you are deemed to have granted permission for this limited intrusion onto your networks or machines.
- You are required to accept email addressed to "postmaster" at your address. You should accept email addressed to postmaster@example.co.uk where example is your given host name. You will be deemed to have read any and all such postmaster-addressed email. eCom may take action on the basis of this assumption.
- Your usage of the Internet must conform to community standards.

eCom's relationship with other suppliers and networks, and ultimately its connectivity to the rest of the Internet, depends largely upon proper behaviour by its customers. eCom Learning Solutions cannot tolerate any behaviour by customers which negatively impacts upon its equipment or preferred hosting suppliers network, or upon the use by other customers of the Internet, or which damages eCom's standing in the wider Internet community. Therefore, it is important that when activity that might constitute abuse occurs, that eCom Learning Solutions takes appropriate action - if it did not, and such abuse was permitted to continue, eCom would lose the confidence of the wider Internet community, which in turn would significantly impair eCom's customers' freedom to use the Internet.

This AUP and its day-to-day application by eCom are a result of consideration of both the formal and informal practices of the Internet community. The Appendices to this AUP are intended to assist customers in understanding the types of issues that can arise and what eCom will consider to be unacceptable behaviour that does not conform to community standards.

We will investigate suspected or alleged breaches of this AUP and in doing so we will endeavour to act reasonably and fairly at all times. If you are found to have breached this AUP or eCom's Conditions of Use or Terms and Conditions of sale that apply to your service, we reserve the right in our sole discretion to take whatever measures we deem appropriate and proportionate to the breach. These measures may include a formal warning, suspending or terminating one or more of your eCom accounts suspending web pages, making an additional charge for our reasonable costs of investigating and dealing with the misuse, and/or blocking access to any relevant component(s) of our service to you. If we suspend your access then this suspension may be lifted, at eCom's sole discretion, when the reason for suspension has been rectified and upon receipt of a formal written undertaking from you not to commit any future "abuse". All cases are, however, considered individually upon their merits. Without limitation, you expressly authorise us to use your personal data and other account information in connection with any such investigation, including by disclosing it to any competent third party whom we consider has a legitimate interest in any such investigation or its outcome.

We have in place privacy procedures for handling your complaints about material stored and/or accessed via our service. If you wish to make such a complaint, please ensure that you make your complaint by email to connect@ecomlearningsolutions.com If you do not use this facility we cannot guarantee that your complaint will be dealt with promptly.

The appendices refer in some cases to external web sites. eCom Learning Solutions is not responsible for the content of these web sites. If you need any further information regarding this AUP, then please contact us on:

• email: connect@ecomlearningsolutions.com

APPENDIX A: INTERNET ACCESS TO SERVICE

All eNet services are accessed via an Internet connection with the use of logins and passwords, on all computers a history is recorded and in some cases where allowable logins and passwords can be stored. It is important that users are aware of how this can be

- Some material is illegal to possess or transmit. You should also be aware that unauthorised access to computer systems could be an offence. Although many machines are connected to the Internet for general access, it does not follow that you may access the Service from any computer system you come across.
- Whilst connected to the Internet your system must conform to all relevant Internet standards, laws, regulations and use a common browser approved by the service.
- You must not send information packets onto the Internet that have forged addresses or which are deliberately constructed so as to adversely affect remote machines.
- You may not run "scanning" software which accesses remote machines or networks, except with the explicit permission of the operators of those remote machines or networks.
- You must ensure that you do not further the sending of unsolicited bulk email or any other form of SPAM email or create SPAM mail. This applies to both materials that originates on your system and also third party material that may pass through it.
- You must not post any misleading advertisements, false claims or fake news items.
- Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet for example to create a Denial of Service Attack.
- You must not run a SPAM "open mail relay", that is, a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine performs relay mail on an authorised basis, then it must record this mail passing through your system by means of an appropriate "Received:" line.

APPENDIX B: SENDING EMAIL

The eNet Service allows users to send emails and alerts to users, this service is
There are many forms of email abuse. This appendix discusses the more common forms in an informal manner, but is by no means an exhaustive list.
It is usual to describe "abuse" as being abuse of Internet facilities, rather than vulgar abuse sent via the Internet. To qualify as "abuse", an act must significantly interfere with the use of the network by an individual or group of individuals in some specific way, for example by consuming resources or wasting others time. The term "abuse" also includes activities that are illegal or dishonest.
Generalities aside, due to the practical problems caused by "spamming" eCom wishes to make it clear that it considers the sending of bulk unsolicited email, of any kind, to be unacceptable behaviour. eCom will always act when such behaviour is brought to its notice. Education, in the form of an email warning, can be the most appropriate response to a first offence, since customers can be unaware of contemporary standards. However, it is eCom's policy to terminate the accounts of any customer who continues to send bulk unsolicited email.

Unsolicited Commercial Email (UCE)

Unsolicited Commercial Email is advertising material sent and received by email without the recipient either requesting such information or otherwise explicitly expressing an interest in the material advertised.
Since many Internet users are busy at work, it costs them time and money to receive email. Receipt of unsolicited commercial advertising therefore costs them money and is often therefore particularly unwelcome.

Forged Headers and / or Addresses

Forging headers or messages means sending email such that its origin appears to be another user or machine, or a non-existent machine. It is also forgery to force the replies to the email to be sent to some other user or machine.

Mail Bombing

Mail bombing is the sending of multiple emails, or one large email, with the sole intent of annoying and / or seeking revenge on a fellow Internet user. It is wasteful of shared Internet resource as well as serving no value to the recipient.

Due to the time taken to download it, sending a long email to sites without prior agreement can amount to denial of service, or denial of access to email at the receiving site. Note that adding binary attachments to email may increase its size considerably. If prior arrangement has not been made, the email may be extremely unwelcome.

Denial of Service Attacks

Denial of Service is any activity designed to prevent a specific host on the Internet making full and effective use of its facilities. This includes, but is not limited to:

- Mail bombing an address in such a way to make their Internet access impossible, difficult, or costly.
- Opening an excessive number of email connections to the same host.
- Intentionally sending email designed to damage the receiver's systems when interpreted; for example, sending malicious programs or viruses attached to an email.
- Using an email relay without authorisation to do so.

Mailing List Subscriptions

Mailing lists are schemes for distributing copies of the same email to many different people. It is not acceptable to subscribe any system generated email addresses to any mailing list or similar service, unless their explicit permission has been given.

Illegal Content

Various Acts of Parliament make it illegal to possess or transmit certain material on a public telecommunications network, and It is not acceptable to send such material by email.

Breach of Copyright or Intellectual Property

If you send copyright material or other intellectual property via email you must have permission to do so from the owner of that intellectual property.

APPENDIX C: CUSTOMER WEBPAGES

This Appendix is applicable to services provided by eCom, where users have content management or content creation rights. There are some further Appendices applicable to particular services below.

You are responsible in all respects for the content your created and must ensure that no applicable law is violated. You must obtain any necessary legal permission for any works that your web site may include.

You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your web site.

eCom reserves the right to remove any material from a web site at our sole discretion, without prior notice and without explanation.

Any web pages may not be used to offer, advertise or distribute any of the following types of material:

- software for sending 'spam' (bulk emails, excessive news postings, etc.);
- illegal material, fake news, misleading advertisements or promotion.
- lists of email addresses, except where all the owners of the addresses have given you explicit permission;
- any collection of personal data other than in accordance with the Data Protection Acts 1984 and 1998.

You must comply with the Data Protection Acts 2018 (and any amendments or re-enactments of them) regarding all information received, stored or communicated through the use of your web site.

If your web content contains material that may cause general offence, a clearly readable warning page must be shown before any such offensive material is displayed.

To avoid doubt, this means that your top-level web page must not contain any adult material or other material that may generally offend. Where part of a web site forms an independent area that is not linked to by a topmost page, it will be considered as a site in its own right when considering whether appropriate warnings are present. Warnings are also required where the material is referenced directly from a web site, with no intervening pages, or where the display method makes the material appear to be part of a web site.

All of the web pages on a web site are considered to be publicly visible and may be downloaded by any person, whether or not they are linked from any central contents or home page. However, specific mechanisms are available as part of some services to prevent unauthorised access. Pages protected in such a manner will not be considered to be public. Web sites may not be advertised by you, or by another person, using techniques that would be classified as "abuse" if they were carried out from a eCom account including, but not limited to, bulk emailing and excessive news posting. Such action will be treated under the eCom AUP as if it had been done from the eCom Learning Solutions account.

Any Content managed Web sites must display a valid, up-to-date email contact address for the person responsible for the site. The use of the generic address of "webmaster" is acceptable for this purpose. This address must appear on the top-level page or be easily locatable from the top-level page.

APPENDIX D: WEB PAGES SERVICE

Appendix C, above, sets out guidance for the use of all web-hosting services. This Appendix gives further guidance about the use of the " Web pages" service.

The Web pages service is where users can create their own html content to display to users/ public, this service is provided as part of eNet applications of other services. Termination or suspension of that other eNet service will automatically result in termination or suspension of the corresponding Web pages service.

- By uploading to the Web pages host, you will be deemed to have agreed to and accepted this Acceptable Use Policy, Conditions of Use and the Technical Restrictions of the eNet service.
- You must maintain the index page called "index.htm" or "index.html" in the root directory of your Web pages space.
- Commercial use of your Web pages space is permitted. This is an explicit exemption to the general Conditions of Use referring to selling on or sharing use of the service.
- Specifically your passwords to use the service are your responsibility and must not be disclosed to any third party.
- Reinforcement of any Condition of Use or Technical Restriction fail to operate for any reason, eCom reserves the right to remove files from your site to apply the requirement or to require you to immediately correct the situation. eCom will require sites that are considered to show excessive use to be modified or be moved to a different server.
- eCom reserves the right to make a charge for any assessment of suspended pages.
- eCom reserves the right to vary the definition of 'excessive use' at their sole discretion at any time without prior notice.
- Support from the helpdesk is only available for uploading, downloading and viewing pages. No support will be given for HTML authoring or page design.
- You will be responsible for retaining copies of your own data. eCom will not keep backups of your pages.
- eCom Learning Solutions accepts no responsibility for loss of data, information in any form or other matters whatsoever that result from the use of this service.
- eCom Learning Solutions shall not be held liable for any loss however occasioned as a result of the suspension, removal or unavailability of the Web pages site or material stored within it.

eCom Learning Solutions is not liable for:

- The content and/or information stored on Your eNet website, or any laws or regulations which Your web site and/or products may breach;

- The products advertised by You or sold directly, or indirectly, through Your web site, including any legal action taken against you regarding any illegal products and/or services. You indemnify eCom against any such action;

- Loss of any data, information or transactions. You are responsible for retaining copies of relevant data. eCom will not keep backups of Your pages;

- Any financial loss whatsoever which You may suffer as a result of using Your Commerce Service or due to eCom's suspension of a commerce service;

- Any unpaid debts which You may have from using Your Commerce Service;

- Any refunds or credits which may become due to Your users from using Your eCommerce Service.

Please refer to our Terms and conditions of sale.
https://www.ecomlearningsolutions.com/terms-and-conditions/