

## St James' PCC IT: Acceptable Use Policy

This policy covers the use of the IT infrastructure and services of St James' Church, and its associated buildings, including but not limited to connection to the network (including internet access) via WiFi or Ethernet (the **Service**). By connecting to this Service you agree to be bound by the terms of this Acceptable Use Policy (the **Policy**).

By using this Service you agree and acknowledge that:

- you are fully responsible for all activities and communications in respect of your use of the Service
- you will not use the Service to carry out any **Prohibited Activity**;
- you will not cause unnecessary noise and will respect the privacy of other users;
- you will not share passwords or other access information with others unless authorised.

You further agree to indemnify and keep indemnified St James' PCC in respect of all losses (including, without limitation, all direct, indirect and consequential losses to the fullest extent possible) suffered by St James' PCC as a result of any failure to comply with this Policy.

Violation of this Policy may result in the suspension or termination of your access to the Service and/or prosecution and/or St James' PCC co-operating with law enforcement organisations, government agencies, other legal authorities or third parties involved in the investigation of any suspected or alleged criminal or civil offence.

St James' PCC IT Infrastructure and Service is provided primarily for the use of St James' staff (both paid and voluntary) in order to perform their duties. Any access offered beyond this remit to any other users is entirely at the discretion of St James' PCC, who reserve the right to restrict (including the limiting of bandwidth) or remove the service (either temporarily or permanently) with no notice.

Where hardware is provided to an individual by St James' PCC for the purpose of using the Service, the user is responsible for the safekeeping of that equipment until officially returned to St James' PCC. Any damage caused is the responsibility of the user and they are liable for any repair or replacement costs.

Users shall not disconnect, power down, or in any other way interfere with any of the IT Infrastructure, including connections to Audio Visual equipment, unless explicitly authorised. Such actions will be regarded as a violation of this policy.

This Policy prohibits the following (each a **Prohibited Activity**):

- Using the Service in a manner which violates or facilitates the violation of any laws, regulations, or other government requirements in any jurisdiction or the rights of any third party, including using the Service:
  - to harm or attempt to harm minors in any way;
  - to commit an offence under the (revised) Computer Misuse Act 1990;
  - in a manner that infringes the rights of others including intellectual property rights (for example by downloading or distributing pirated software, music and films) or the terms of any software license agreement;
  - to access, display, store or transmit any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, or which depicts sexually explicit images;
  - to promote unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability;
  - to carry out any activities which are fraudulent;
  - in connection with any other illegal activities

- Using the Service in an immoral or improper manner including to make or send offensive, indecent, menacing, nuisance or hoax communications or to cause annoyance, inconvenience or needless anxiety;
- Using the Service to violate the security of a network, service or other system including to gain unauthorised access to computer systems of St James' PCC or of other users, or information held on them.
- Use of the Service in a manner which may damage the reputation of St James' PCC.
- Using the Service for any activity which adversely affects the ability of other users of the Service or the internet or in breach of any third-party policies for acceptable use or any other relevant internet standards (where applicable).
- Using the Service for business purposes unless otherwise agreed, or to 'spam' including sending any unsolicited emails and collecting the responses of unsolicited emails
- Reselling the Service (whether for profit or otherwise)

#### Disclaimer

- St James' PCC does not guarantee that the Service will be compatible with your equipment, or warrant that the Service will be available at all times, uninterrupted, error-free, or free of viruses or other harmful components, although it shall take reasonable steps to provide the best Service it can.
- St James' PCC accepts no liability for any data or content that you access or receive via the Service
- St James' PCC reserves the right to monitor all use, including websites visited, for the purpose of helping to improve the Service and ensure users abide by the Policy. St James' PCC will not use any personal information in the log for any other purpose but may disclose such information to other people or organisations where reasonable in relation to the investigation of any suspected or alleged criminal or civil offence and in accordance with the Data Protection Act 1998 and other applicable laws.
- St James' PCC reserves the right to block access to sites which it deems would constitute a breach of this policy. Continued attempts to access blocked sites will be considered a violation of the policy.
- St James' PCC is not responsible for the privacy or security of your activities and, in particular, urges caution when undertaking financial transactions online. Online financial transactions are carried out at your own risk and St James' PCC does not accept any liability for any loss of any kind (including, without limitation, direct, indirect and consequential loss) that may arise from the use of the Services in connection with such transactions.
- St James' PCC is not responsible for the safety, security, configuration or integrity of any of your equipment or data used to access the Services. It is your responsibility to provide adequate security for your equipment, including anti-virus software. Use of the Service with your equipment and data is entirely at your own risk, and St James' PCC does not accept any liability for any loss of or damage to equipment and data (including, without limitation, indirect and consequential loss) that may arise through the use of the Service.
- Nothing in this Policy shall limit St James' PCC's liability for fraudulent misrepresentation or death or injury caused by the negligence of St James' PCC or any of its employees, agents, officers or subcontractors.

