

Terms and Conditions for use of PebblePad

"The System" refers to PebblePad or any organisationally branded version based on PebblePad.

Overview

Creating items within any online system carries with it a number of responsibilities and legal requirements. You need to be aware that you are responsible for your account and the legality of items stored in it. You also need to know that we will handle your information in secure and appropriate ways.

Whilst this document cannot highlight every eventuality, it does set out the key areas of responsibility and outlines how we may use your data.

If anything in this document is not clear please contact our support team (support@pebblepad.com) who will be able to pass on your communication to the most appropriate department for clarification.

Your responsibilities

Users of the system should take care not to use it for the transmission or receipt of material which is considered to be offensive; in breach of relevant codes on harassment; wasteful of resources, or not commensurate with the provision of the system for legitimate educational or developmental purposes.

Examples of such unacceptable use may include the transmission or receipt of material which draws excessively upon resources; the transmission or receipt of materials which is to the possible detriment of The System or is to the possible detriment of other users; the transmission of text or images which may be considered abusive or offensive; other unacceptable conduct which may reflect adversely upon the user, other users or the system itself. The provision by a user of explicit or cryptic links to such material stored elsewhere on the Internet is also unacceptable.

Any transmission of materials by a user carries the name of the user. Any act or attempt by a user to transmit via The System materials which purports, falsely, to have emanated from another user, person or organisation shall be subject to appropriate sanctions.

In view of the possibilities of introducing computer programs which may cause damage or disruption to The System, the downloading of programs via the system is prohibited. However, in the event that a user does introduce a disruptive program by such means, and whether this is done knowingly or not, the right is reserved, in addition to any other sanctions which may apply, to recover from the user responsible for downloading the software, the cost of any remedial action necessary, together with any other direct costs to cover, for example, the re-creation of data or business interruption.

If you are the recipient of any item via The System which you consider to be offensive; improper or unlawful please inform Pebble Learning using the “report inappropriate content” link on the bottom of the item.

Monitoring and Sanctions

Whilst telecommunications traffic passing through this system is not routinely intercepted or monitored all users of these facilities are expected to use them responsibly and in compliance with this Code. Within the provisions of the law the right is reserved at any time to intercept and monitor communications in accordance with the Regulation of Investigatory Powers Act; The Telecommunications (Lawful Business Practise)(Interception of Communications) Regulations and any other relevant legislation that may apply within the territory of operation. Such interception/monitoring shall normally only take place with the express written approval of a relevant authority but may be undertaken without any prior notice to the users of The System.

Shared or published items via The System which are reported by others to be in contravention of any part of this code may be moderated by the system administrator or a delegated person.

Any suspected breach of the provisions of this code may result in the immediate withdrawal of The System access privileges and the suspension of your account, pending investigation. In addition to the sanctions applicable to a breach of the law, any actual breach of the provisions of this code may result in the temporary or permanent withdrawal of your account.

Advertising and commercial use of The System

Standard educational and personal use of The System does not permit you to create commercial websites, place or distribute advertisements or engage in any other marketing or promotional pursuits which is in the nature of a commercial activity. If you intend on using The System for commercial purposes please contact our support team support@pebblepad.com.

Your Privacy and Security

The System is a Personal Learning Space, with each person having ownership and control over their account. As we take your privacy and security very seriously, nobody, including an administrator, can see inside another person's account without using the account username and password. In order to maintain your privacy you must keep your login details strictly confidential.

You are solely responsible for maintaining the strict confidentiality of your login details and for any improper use, liabilities, losses or damages incurred as a result of your failure to do so. In the event of ID theft you should contact our support personnel or if you have an organizational account your organization support team to inform them of issues relating to your privacy and security. Please note we are not liable for any unauthorised use of the system.

We do all we can to ensure your security; for example, when The System is set up we apply a number of security options to maintain the highest level of privacy. These include access to the system being via a secure SSL connection and user details being encrypted when a user is logging in. Installations are checked using Tamper tools to ensure passwords cannot be intercepted and inspected.

Your data

In order to provide organizational reporting facilities we reserve the right to use data mining techniques to capture anonymous overview information about your account activity. This will not involve looking at any specific content but will be used to provide aggregated data about general use of the system. For example this may be a report on the number of video files loaded into The System or the number of assets of a particular type. No user or their content will be identified as part of this data mining. We will not report on the number of assets in your account or the frequency of you accessing the system to any third party.

System Development

We strive to make The System the best it can be and always welcome suggestions for improvement from users or other interested parties. If we decide to implement a suggestion, feature request or develop a part of the system as a paid for service, we maintain the unrestricted right of ownership over such features and the rights to use the features as a part of The System, or other systems developed by Pebble Learning, in perpetuity. We reserve the right to update, modify and change features of the system without direct notification.

Limitations of Damages

In no event shall Pebble Learning be liable for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever that is associated with systems external to The System as an indirect or secondary consequence of any act or omission of the Licensor whether such damages were reasonably foreseeable or actually foreseen.

Our total liability to any user shall not exceed the total of all sums paid by the user or their organization on their behalf.