

## Website Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may store and send information using our website at [www.dart-digital.co.uk](http://www.dart-digital.co.uk) (our site) or its derivatives, use any of its interactive features, and make contributions to it. This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, this acceptable use policy. There may be other documents which apply to your use of our site, for example any relevant subscription agreement for services, web site terms of use and terms of supply of our products and/or services. These documents will usually come into effect when you first use our site.

Our site is operated by Dart-Digital (we or us). We are registered in England and Wales under company number 4731426 and we have our registered office at 12A Hill Road, Clevedon, Somerset BS21 7NZ.

### Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, malware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

## Interactive services

We may from time to time provide interactive services on our site.

If we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Our interactive services are not intended for use by children. Parents should not permit their children to use our interactive services, as these are only intended for use by businesses.

If we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## Content standards

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

### Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

### Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- 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.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We are not liable for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. Please check this page 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 acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

## Software piracy

Software is one of the twentieth century's major success stories and as we move into the twenty-first century this incredibly versatile and leading edge technology is increasingly becoming a target for criminals.

Because of the value of the software and the relative ease with which a computer can be used to copy programs, software piracy is prevalent. It isn't always done deliberately by businesses; it can be the result of a rogue employee or merely by a lack of understanding of the problem.

Either way, it has a major impact on businesses like ours and also on our Business Partners and legitimate customers who deal properly with their software licensing.

We, as with most major software companies, either own our software or are licensed to use software owned by other companies, and all this software is protected by intellectual property right legislation. The software itself is protected by copyright, and the product name and our company name are either registered or unregistered trade marks.

We are committed to protecting the quality and integrity of our software. Software piracy impacts not just on us but also on the legitimate business of our authorised Business Partners and puts our customers at risk of legal action.

Misuse of our software will not be tolerated, and we will not hesitate to take swift legal action and/or to report misuse to any interested party or to the relevant enforcement authorities.

If you obtain Dart-Digital software from any source other than us, then you run the risk that you and/or your business may be sued or prosecuted for infringement of copyright. Prosecution may result in an unlimited fine and/or up to 10 years imprisonment.

## Piracy protection - business partners

As Business Partners you may buy the licence to use our software either directly from us or from another accredited Business Partner, and must at all times comply with the terms of the Business Partner agreement we have with you and the terms of the corresponding licence agreement if your software purchase is for your own use.

Our customers are safe if they buy the licence to use the software from us or from a Business Partner, and use it in accordance with the terms of their licence.

If they use the software outside the terms of the licence, for example, by allowing more

employees to use the software than their licence permits, they will be breaching the terms of its licence and infringing the intellectual property rights in the software.

A properly licensed customer who has paid for the software will be affected, in that in future they may have to pay increased prices for a software licence which is a direct result of the cost companies such as ourselves incur in policing and prosecuting software piracy.

If a customer is using pirated software, they will be unlicensed. That means they will not have our permission to use our software, and will not have the benefit of any warranty or upgrade.

The pirated copy may be infected with a virus, or may be incomplete or defective in some other way. They will be breaking the law and risk legal action being taken against their business or against them personally.

As you are an authorised Business Partner, we don't have to tell you how it affects you - pirated software damages your legitimate business.

Pirated software has a wider impact, on the software industry as well as the global economy. The cost is millions of UK pounds annually.

Customers should be encouraged to check they are fully licensed: either telephone us on 01275 547412 or check the terms of their licence. They can work out the number of licences and users they have from the invoices for our software.

Both Business Partners and Customers should only buy from us or from an accredited Business Partner.