

**Policy Identifier: IT Acceptable Use**

<b>Policy Title:</b>	MIE IT Acceptable Use Policy
<b>Description:</b>	This acceptable use policy sets out the terms between the user and the Marino Institute of Education (MIE) under which the user may access our network, or any other MIE network. This acceptable use policy applies to all users and visitors to our network
<b>Author (Position):</b>	Director of IT & eLearning
<b>Version:</b>	1
<b>Approved By:</b>	MIE Governing Body
<b>Policy Approval Date:</b>	January 2019
<b>Date of Next Policy Review:</b>	April 2023 (or as necessary)

## MIE IT Acceptable Use Policy

### 1 What is an Acceptable Use Policy?

- 1.1 This acceptable use policy sets out the terms between you (the user) and the Marino Institute of Education (“MIE”, “we”, “our”, “us”) under which you may access our network, or any other MIE network (any of these will be referred to throughout this document as “our network”). This acceptable use policy applies to all users of, and visitors to, our network.
- 1.2 Your use of our website means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which are in addition to our [Website Terms of Use](#) and [Website Cookies Policy](#).

### 2 What is Not an Acceptable Use?

- 2.1 You may use our network only for lawful purposes. Without limiting that general statement, you may not use our network:
  - 2.1.1 In any way that breaches any applicable local, national or international law or regulation;
  - 2.1.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 2.1.3 For the purpose of gaming or online gambling websites;
  - 2.1.4 For the purpose of harming or attempting to harm minors in any way;
  - 2.1.5 To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in paragraph 4 below;
  - 2.1.6 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  - 2.1.7 To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
  - 2.1.8 To communicate hate speech, bullying or harassment against any person, whether or not they form a part of the broader MIE community.

2.2 You also agree:

2.2.1 Not to reproduce, duplicate, copy or re-sell any part of our site, or any data on our site, in contravention of the provisions of our [Website Terms of Use](#) and [Website Cookies Policy](#);

2.2.2 Not to access without authority, interfere with, damage or disrupt:

- i. Any part of our site or any data on our site;
- ii. Any equipment or network on which our site is stored;
- iii. Any software used in the provision of our site; or
- iv. Any equipment or network or software owned or used by any third party.

### **3 What Interactive Services Apply?**

3.1 We will provide interactive services on some sites, including, without limitation, in chat rooms, comment areas, and on bulletin boards (“interactive services”).

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

3.2 We will do our best to assess any possible risks for users (and in particular, for children) 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.

3.2.1 However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and to the maximum extent permissible under law, 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.

3.3 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian.

3.3.1 We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof.

3.3.2 Minors who are using any interactive service should be made aware of the potential risks to them.

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

## **4 What is the Standard of Content?**

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

4.2 Users 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.

4.3 Contributions must:

4.3.1 Be accurate (where they state facts);

4.3.2 Be genuinely held (where they state opinions); and

4.3.3 Comply with applicable law in Ireland and in any country from which they are posted.

4.4 Contributions must not in the opinion of MIE:

4.4.1 Contain any material which is defamatory of any person;

4.4.2 Contain any material which is obscene, offensive, hateful or inflammatory;

4.4.3 Promote sexually explicit material;

4.4.4 Promote violence;

4.4.5 Promote the harm or abuse of children;

4.4.6 Promote discrimination based on race, gender, religion, nationality, disability, membership of the traveller community, sexual orientation or age;

4.4.7 Infringe any copyright, database right, trademark or other intellectual property of any other person;

4.4.8 Be likely to deceive any person;

4.4.9 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

4.4.10 Promote any illegal activity;

4.4.11 Be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;

4.4.12 Be likely to harass, upset, embarrass, alarm or annoy any other person;

4.4.13 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

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- 4.4.14 Give the impression that they emanate from us, if this is not the case; and
- 4.4.15 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 5 What is Acceptable Use in Relation to Telephone Calls?

- 5.1 If you work at MIE, you may be supplied with a desk phone or mobile phone. Calls made on a desk phone or mobile phone must equally comply with the terms of this Acceptable Use Policy.
- 5.2 Staff members and third parties (e.g. vendors, contractors) are prohibited from using mobile devices while driving on MIE business. This includes, but is not limited to, answering or making phone calls, and reading or responding to emails, internet searches, instant messages and text messages.
- 5.3 Those driving on MIE business should safely pull off the road and come to a complete stop before accessing a mobile device.
- 5.4 Should you use a phone whilst driving, MIE accepts no responsibility for your actions and you will be responsible for any fines and criminal sanctions which result. Further, this may be considered a disciplinary offence and may lead to [disciplinary action](#) up to and including dismissal.

## 6 Suspension and Termination

- 6.1 The Institute will determine, in its discretion, whether there has been a breach of this acceptable use policy through use of the site. When a breach of this policy has occurred, the Institute may take such action as is deemed appropriate.
- 6.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the Institute's site, and may result in the Institute's taking all or any of the following non-exhaustive actions:
  - 6.2.1 Immediate, temporary or permanent withdrawal of your right to use our site;
  - 6.2.2 Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
  - 6.2.3 Issue of a warning to you;
  - 6.2.4 Legal proceedings against you for reimbursement of all loss, damage and expenses caused by the breach on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

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- 6.2.5 Further legal action against you; and
- 6.2.6 Disclosure of such information to law enforcement authorities as we consider appropriate.
- 6.2.7 To the extent permitted by law, we exclude liability 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 consider appropriate.

## 7 Changes to the Acceptable Use Policy

- 7.1 We may revise this acceptable use policy at any time by amending this document. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you if you continue to use our site.
- 7.2 Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

## 8 Related Documents

- 8.1 [MIE Privacy Policy](#)
- 8.2 [MIE Website\(s\) Terms of Use](#)
- 8.3 [MIE Website Cookies Policy](#)
- 8.4 [MIE IT Security Policy](#)
- 8.5 [MIE Staff & Students Code of Conduct for Use of IT Systems](#)
- 8.6 [MIE Disciplinary Policy](#)