

## TERMS AND CONDITIONS OF USE

### INTERPRETATION

Within this policy, unless specifically defined otherwise, the following terms shall have these meanings:

Content –	means any comment, opinion, quote, report, facsimile, copy, image, audio, video, document, file, hyperlink, computer code, script or executable or any medium or means by which information can be accessed
Parent –	shall mean the natural birth parent, a step-parent, a guardian, or a caregiver, who has signed enrolment agreement with the School for the education of a student.
Post –	means to upload, embed, post, email, transmit, submit or otherwise incorporate content on the Portal
Portal –	shall mean all or any one of the Tyndale Portals
School –	shall mean all or any one of the Tyndale group of schools

### INTRODUCTION / BACKGROUND

The purpose of the Tyndale Parent Portal is to provide parents with means of viewing and updating information on their enrolled student. The nature and content of the information presented via the portal may change from time to time according to the School's requirements.

The Portal will increasingly become an important mechanism through which the School will gather information from parents and communicate information to parents. This will include information to administer the enrolment; academic progress and reporting; timetables; medical, health and wellbeing; learning needs; School fee accounts and payments; student work achievement; excursion, camp and other activity consents.

#### **IMPORTANT**

Use of the Portal implies acceptance of these Terms and Conditions of Use.

The School may update these Terms and Conditions of Use from time to time, and particularly in response to changes in the law and the School's legal obligations. The School will advise you of the changes to the Terms and Conditions of Use and provide reasonable explanation of the change(s).

### PRIVACY

1. The information contained in the Parent Portal is governed by the School's privacy policy. A copy of the Privacy Policy can be requested from the School or is available from the School's website: [www.tyndale.sa.edu.au/privacy](http://www.tyndale.sa.edu.au/privacy)
2. By supplying information or interacting with the Portal, you are giving consent for the School to access and use that information for School purposes.
3. The information in the Portal or information you provide may be used by the School and School-approved third-party service providers and contractors to the School for purposes relating to your registration and use of the Parent Portal, including administering your Portal account and for the purposes of communication with you.
4. You may request to see your information or that of your enrolled child held on file by the School, or you may request to have information corrected that you believe is incorrect or which you request is no

longer to be held by the School.

5. The information you provide will be stored securely. Information is stored on our servers in Australia. Credit card information is not stored in the portal, but is stored with our bank (NAB) in an electronic store which is PCI (Payment Card Industry Data Security Standard) compliant.
6. You acknowledge that the School has legal obligations to hold personal information on students and parents well after the enrolment of the student has been completed.
7. If you have a concern or complaint about the way your personal information has been collected, used, or disclosed you should contact the School.
8. If you believe or suspect that the privacy of your personal information has been breached, either through loss, misuse, unauthorised access, you should contact the School immediately so that the School can investigate and/or mitigate any suspected data breach.

## **OWNERSHIP AND PROPERTY**

9. The Portal shall remain the property of the School and/or third-party contractors and service providers that may supply components of the Portal.
10. Nothing in these Terms and Conditions of Use shall restrict the School from changing the Portal platform or underlying technologies to deliver the Portal, either in part or in whole.

## **SCHOOL PURPOSES ONLY**

11. You understand and acknowledge that the School is permitted to use the Portal for educational and School administration or business purposes.
12. You may only use the Portal for School administration purposes.
13. You are not permitted to use the Portal for any other purpose, unless the School provides written consent. The School reserves the right to remove any material or content uploaded by you which in its sole discretion is deemed to be for any other non-School purpose, without prior notice. Uploading any other content, or using the Portal for any other purpose, may result in your entitlement to access the Portal being suspended or terminated.

## **ACCESS TO THE PARENT PORTAL**

14. To be eligible to access the Portal, you must be one of the following:
  - a. a parent of a current student
  - b. a signatory to a student enrolment
  - c. A person with a relevant fee/financial account with the School
15. You are not to access the Portal unless you are currently registered by the School as a user of the Portal.
16. You have been granted access to the School's Portal for your child's information. You have received an email generated by the School notifying you of the activation of your Portal account. You are the authorised and registered user of this Portal account.
17. You are to notify the School should you have visibility in your Portal account of any School information that does not relate to your child/ren.
18. Access to information through the Portal about children other than your own is unauthorised ('unauthorised information'). You agree not to attempt any unauthorised access to the Parent Portal or information.

19. You are to notify the School of any Court Order which restricts your parental responsibility, including access to information about your child/ren or which limits your interaction with the child/ren whose information is available through the Portal.
20. Your access to information through the Portal may be suspended if the School becomes aware of any situations which support such action being taken e.g. the presence of a relevant Court Order restricting your parental responsibility, or limiting your access to the child/ren or the information of the child/ren.
21. Access to the Portal may be temporarily restricted so that the School or third-party service providers can undertake maintenance or upgrades to Portal data, software, hardware and other technologies.

## **USERNAME, EMAIL AND PASSWORD**

22. The School is entitled to rely upon the email address provided by you to communicate relevant information to you.
23. You agree to update your email address as necessary, to ensure your access to the Portal remains accurate and current.
24. Your Portal access is governed by the username and password provided and updated by you.
25. You will take all reasonable steps to ensure the confidentiality of your Portal account access details, including by others in your household.
26. You will use passwords and any other security measure that the School uses, and you will not record or store these in a way that others may be able to discover and use.
27. You will log off the Portal at the end of each session to ensure that nobody else can use your account.
28. You will be able to see the information provided on your Portal account page regarding date and time of last access with the intention of monitoring the use of your account and identifying any access by another person.
29. You will promptly change your password and/or security measures if you suspect that someone else has accessed your account
30. You will not use another person's username and password to attempt to access the Portal.

## **ACCURACY OF CONTENT**

31. You are solely responsible for all content which you submit on or through the Portal, or that you transmit to other users of the Portal, and for your interactions with other persons via the Portal generally;
32. You must ensure that all content that you submit on or through the Portal, and any material or information that you transmit to other users, complies with all applicable data protection and privacy laws.
33. You acknowledge that a purpose of the Portal is to act as a digital archive of the School, and you understand and agree that any content you post will remain stored on the Portal even after the enrolment of your child/ren ends with the School.
34. Authorised Portal users have permission to download and print unmodified copies of their child's online academic achievement and activities (including student academic reports) on the Portal, in accordance with their authorised registration access.
35. You must not attempt to manipulate or modify the content of PDF online reports, or print or otherwise distribute such modifications.

## THIRD PARTY SITES

36. This website may contain links to third party sites associated with the prime purposes of the Portal. Usually this will be to other administration and teaching/learning sites. The School is not responsible for the quality or the content of those sites as they are not under the School's control. Any links are provided solely for user convenience and do not indicate, expressly or implied, any endorsement of the sites or the products or services provided therein.
37. You acknowledge that you access third-party sites and use third-party products and services solely at your own risk. You must read and comply with the terms and conditions of each of the websites.

## INAPPROPRIATE ACCESS OR USE

38. You must not divulge your password or other security measures to others because you could be held responsible for their actions.
39. You agree to cooperate with the School in relation to any investigation it undertakes regarding suspected unauthorised access to or misuse of the Portal by any person, including yourself or members of your household.
40. The School may suspend or withdraw your access to the Portal at any time, either temporarily or permanently, with or without notice, if you breach these Terms and Conditions of Use.

## PROHIBITED OR INAPPROPRIATE CONTENT AND ACTIONS

41. Use of the Portal for unlawful, illegal or otherwise activities described below, is prohibited, including but not limited to:
- content which is or may be interpreted as being contrary to the Vision, Values or Statement of Faith of the School;
  - distribution of material which infringes the intellectual property rights of the School or third parties, including material that is commercial in nature, where such material has not been subject to prior written approval by the School, or where the work of another person which has been submitted without that person's consent;
  - content which is illegal, fraudulent, false, defamatory or promotes illegal activities or conduct;
  - circulation or posting of content which is pornographic, contains nudity, is sexually exploitative, or is obscene, offensive or otherwise objectionable material or comments;
  - defamatory, makes unfounded allegations;
  - unlawful discrimination of any kind against any person or group of people;
  - that which promotes or threatens physical harm, violence, damage to property, harassment, bullying;
  - any actual or perceived privacy or security risk to the School or any person or organisation;
  - involving the use of viruses, bots, worms or other material intended to interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorised use of, or access to, a computer or computer network, either manually or by automated uses of the Portal;
  - collecting details of Portal users by any means whatsoever for the purpose of sending unsolicited email, spam or any other form of unauthorised solicitation;
  - impersonation of another user of the Portal, any member of the School or any other person or

- organisation;
  - l. involve using the Portal in a manner that is contrary to these Terms of Use or inconsistent with any applicable laws and regulations;
  - m. the School in its sole discretion determines to be prohibited or inappropriate content or activity.
42. Without limiting clause 41, the School reserves the right to investigate, and take any appropriate action including:
- a. removal of user content;
  - b. suspension, termination of access to the Portal;
  - c. referring matters to appropriate authorities for further investigation (such as the police) and/or
  - d. appropriate legal action, if necessary
43. The School will use its reasonable endeavours to monitor the Portal for prohibited or inappropriate content.
44. You must immediately notify the School's Head of Schools if you become aware or reasonably suspect that any user content submitted by a Portal user is prohibited content, or that any Portal user is engaging in prohibited activities, or proposes to do so.

## **COPYRIGHT, TRADEMARK AND INTELLECTUAL PROPERTY**

- 45. You retain ownership of all rights (including intellectual property rights) in any content which you generate and post through the Portal.
- 46. By uploading or submitting any content to the Portal, you grant to the School a license to use the content for the purposes of administering the Portal or to support the education and care of your child/ren or dispose of the content you have submitted.
- 47. The School's logo, branding, tag line and other imagery are protected by the Copyright Act, and may not be copied.

## **NON-PERSONAL INFORMATION AND COOKIES**

- 48. You acknowledge that the School may collect non-personal information about you, including but not limited to your IP address and browser type, which will be used for any purpose which the School may in its sole discretion from time to time determine, including but not limited to security purposes, to monitor usage of, and to manage and improve, the Portal.
- 49. You acknowledge and agree that the School can, in its sole discretion, use cookies in connection with the Portal, for purposes including but not limited to storing your preferences, authenticating sessions and to customise material (including third party material) that is made available to you. You acknowledge that if you set your computer to block all cookies, you may restrict your access to certain features of the Portal.
- 50. You further acknowledge and agree that any third-party materials that may be displayed on or made available via or in connection with the Portal may contain cookies placed by the third parties responsible for the materials, and that the School does not control, and is not responsible for, such third party cookies. Users should check the privacy policy of the relevant third party to determine how it uses cookies.

## **LIMITATION OF LIABILITY**

- 51. You will be responsible for how you access and use the Portal. The School accepts no responsibility for

any deficiency in any facility used to access the Portal (except those provided by the School).

52. To the maximum extent permitted by law, the School excludes all warranties, terms, conditions and guarantees regarding the Portal and any other goods or services supplied or provided by the School in connection with the Portal which are implied by law.
53. To the fullest extent legally possible, in no circumstances will the School be responsible for any problems, failures or technical malfunctions of any telephone lines or networks, computer online systems, servers or providers, computer equipment, software or any other object or material, related to use of the Portal, including but not limited to damage resulting from the download of any content, either that content posted by the parent or the School, or other material as part of your use of the Portal.

## **EXPIRY, SUSPENSION OR TERMINATION OF ACCESS**

54. These Terms and Conditions of Use, as modified from time to time, will apply for so long as you have a username to access the Portal, and will continue in full force and effect after you cease to be entitled to access the Portal under the terms of this document.
55. Your ability to access the Portal will end when your child's enrolment ends unless you continue to hold a financial account with the School, or the School provides you with written consent to continue to access the Portal.
56. The School may terminate your access the Portal at any time, in its sole discretion, for any reason (including no reason), and without prior notice or explanation, and without any form of liability whatsoever to you or any other person.
57. Without limiting clause 56, the School reserves the right, in its sole discretion, and without any form of liability whatsoever to you or any other person to refuse, restrict, suspend or terminate your access to any or all of the Portal, to reject, refuse to post, or remove any posting made by you.

## **GOVERNING LAW**

58. These Terms and Conditions of Use are governed by the law in force in South Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and the South Australian Registry of the Federal Court of Australia in respect of all proceedings arising in connection with these Terms of Use and the Portal.

## **POLICY INFORMATION**

Document title and number	Form F5.02 Portal terms and conditions of use
Classification	F – Finance and administration
Sub-classification	F5 - ICT
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