

# Terms and Conditions of use for the Site Builder

## 1 Introduction

The Site Builder is a computer system operated over the Internet to support the creation and management of websites for individual U3A, including local, network and regional organisations. Site Builder supports websites for individual U3As, each responsible for operating on and editing only its own data. It also houses Oversights, which is a website that displays web pages drawn from all individual U3A websites in response to selections by the site visitor.

The Site Builder has been created under the U3A ethos of learning and mutual help between members and the Site Builder team consists entirely of volunteers.

This document explains the basis on which the system is provided by the Site Builder team to U3As for their use and are the Terms and Conditions which each U3A agrees to when they register to use the Site Builder. The Site Builder team reserves the right to suspend or terminate any Client U3A website if the U3A does not abide by these Terms and Conditions.

Any part of the document may be changed at any time to comply with changing circumstances, best practice recommendations or regulation. Client U3As will be notified of any changes by means of an updated document posted on the Site Builder home pages.

Terminology used in this document

Site Builder team	A number of volunteers who between them run the Site Builder. Any reference to 'we' or 'our' refers to the Site Builder team.
U3A	A University of the Third Age organisation for a locality, affiliated to the national Third Age Trust.
Client U3A	A U3A which is using the Site Builder system. Any reference to "you" refers to the Client U3A, its Committee or Editors.
Author	The specified member of a Client U3A authorised by their Committee to create their website on Site Builder.
Editor	A U3A member who has been registered as an authorised Editor of the Site Builder system and who has a login name and password for access to the system.
Administrator	An Editor who, as well as having full Editor rights, can create/amend/remove accounts for all other types of Editor and perform all other administrative tasks on the site.
Site Editor	An Editor who can edit any web site page, including inserting contacts and uploading document and images.
Page Editor	An Editor who can only edit one page nominated by an Administrator.

## **2 Data usage and privacy policy**

In providing the Site Builder Service, the system may capture personal contact information from the Site Author as part of the initial site registration process. This consists of a “login name”, which may be a personal name and an email address, which may be a personal email address. Alternatively, the Site Author and other Editors may use a generic email address based upon on a domain name rented by the U3A. Obtaining and managing such domain names are the responsibility of the U3A. A copy of this contact information is then used to create the initial Administrator account and the original data is deleted. Thereafter all personal data submitted to the site, including in the accounts for all Administrators (including those of original Site Author) and other Editors, is managed by the relevant U3A who act as the Data Controller. In addition Editors may submit personal data in order to create Contacts used behind the Contact pages of the website. They may also insert personal data into the content of web pages (e.g. lists of Committee members) and by means of uploading documents (e.g. minutes of meetings) and in pictures.

The Site Builder Team acts as the Data Processor for any personal data submitted by Client U3A Administrators and Editors who act as the Data Controller. The Client U3A is responsible for producing its own Privacy and Data Protection Policy(ies) describing how they manage personal data and this may be posted to the pages of their individual website. The Privacy and Data Protection Policy of Site Builder itself, describing how it uses and protects personal data, is available via a link on the home page of Site Builder.

Site Builder offers an email based support service to all Editors where queries relating to their particular site or more generally with the System are answered. The Site Builder team also offers pro-active support by notifying Administrators or other Editors of problems in their use of the system, to notify them of upcoming System changes and to advise of best practice is using Site Builder. These support services may involve the use of the personal email address of the Editor or Administrator unless they use a generic email address based upon on the domain of the U3A.

## **3 A Client U3A’s responsibilities for security**

Each Client U3A is responsible for deciding which of its members may have a Site Builder Editor account, and the privileges they shall be allocated. Note that all Administrators (if there is more than one) have equal privileges and can all manage all other Editor accounts, including those of all other Administrators.

Site Builder will only accept instructions regarding the site from the authorised Administrators. Sole Administrators who do not have their own account will need to be validated by at least two senior U3A Committee members before an account can be created for them by Site Builder.

The Client U3A is responsible for ensuring that its Site Builder Editors adhere to these Terms and Conditions. This may be done by including or referencing them in the U3A’s Privacy or Data Protection policy. Site Builder Editors should confirm that they have read and agreed to the Client U3A’s Privacy or Data Protection policy before registering as an Editor.

The Site Builder team reserves the right to suspend or terminate any Editor’s account if they do not abide by these security conditions.

1. Access to data by a Site Builder account is controlled by the Editor’s login name, password and the privileges allocated by the U3A.
2. Rules on password length are imposed by Site Builder, but it is the Editor’s responsibility to ensure that their password is of sufficient strength and to keep it secret from others.
3. On any computer used by an Editor to access Site Builder, it is the Editor’s responsibility to ensure that suitable security measures have been taken to keep that computer free of viruses and other malware which might enable unauthorised access to Site Builder.
4. Editors should not allow anyone else to use their Site Builder account.
5. Administrators should create a new Administrator account for their replacement when they leave their role and not hand over their own access details to their successor.

6. When using a shared computer, Editors are recommended to only use a Site Builder account within a personal logon on the shared computer.
7. When using a Site Builder account on a public computer, e.g. in a library, Editors should use the 'In Private mode' (IE) or equivalent, if available, and ensure that browsing history is not enabled. They should not tick the 'Local computer' check box at login so that cookies are not stored.
8. Editors should always logout of their account when finished.

## 4 System Availability

Site Builder is developed and supported exclusively by volunteers, all of whom are members of their own U3As with many other things to do in life. It is therefore not possible to give Client U3A's a commercial service level agreement or to have binding response times when issues occur. In ten years of service, Site Builder has only experienced one significant period of non-availability and it is anticipated that disruption of service in the future will be rare. Nonetheless, all software systems suffer failures from time to time and it is to be expected that this will occur at some time for Site Builder. How long it will take to get Site Builder back up and running will depend upon the availability of our support team, which we are seeking to strengthen, but in the worst case it could be several days or a week or more.

Inconvenient though it might be, non-availability of this order is unlikely to seriously threaten the operation of any U3A, any more than if a key officer were to be unavailable due to illness.

Our commercial hosting contract is subject to a service level agreement and server and system software failures should therefore be rectified within a few hours. The commercial hosting system on which Site Builder runs has an expectation of 99.9% uptime.

## 5 Backup

All Site Builder data is automatically backed up daily and kept for a month, additionally web page data is archived daily and retained indefinitely. This data can be restored following any major server failure or in the event of accidental loss of individual pages.

Client U3As should be aware that they may lose data changed since the previous backup (i.e. up to 24 hours before). Uploaded files and pictures are only backed up via one method, so it is advisable for U3As to keep the original data sources indefinitely, so they can be restored by uploading again if necessary.

These data backups are intended to protect against major system faults. They cannot easily be used to recover from mistakes by an Editor affecting a single U3A. But the second copy of the live database available on the live server, that is created periodically, can act as a source of data to support the restoration of individual pages in exceptional circumstances.

## 6 Editor Support

The Site Builder project supports Editors by providing guidance on how to use the system, and investigating apparent limitations or faults in the system. This support is delivered in six ways:

- 1) Via a set of help and guidance pages on best practice in the use of Site Builder are available via links on the Home page of the main Site Builder website. These pages are on open access and do not require an editing account in order to view, so may be read without creating a U3A website.
- 2) Via checks made prior to the publication of new sites to promote best practice in using the Site Builder from day one and make specific recommendations for any necessary improvements, before going ahead. The purpose is to ensure that the site presents core information about a particular U3A in an appropriate way, and that site editors understand how best to use the software options provided for site maintenance in the long term.

- 3) Via the Site Profile page within the editing functions, Administrators can read specific customised advice about any problems on their web pages and how to address them.
- 4) Via a small team of volunteer supporters of Site Builder. These are volunteers who may be themselves Administrators or are otherwise experienced in using Site Builder and should be able to answer Editors' queries within a day or so.
- 5) Via pro-active support offered by means of emails notifying Administrators or other Editors of problems in their use of the system, e.g. where a Contact email address is found to be invalid or there are problems in their web pages displaying correctly.
- 6) Via emails to Administrators on an occasional basis notifying them of upcoming System changes or to advise them of best practice in using Site Builder.

Administrators are responsible for managing other Editors accounts for their U3A, including creating/amending/removing accounts and creating new passwords. More experienced Administrators are encouraged to give help and advice to their own U3A's Editors on how to use Site Builder facilities wherever possible.

Some Administrators get together to arrange workshops in various parts of the country under the auspices of the local Network or Regional U3A body to promote best practice in use of Site Builder.

## 7 Custom Domain Name Management

U3As will be issued with a web address (URL) for their individual site upon publication which will be based upon the domain of the Site Builder as a whole. Client U3As may choose at their discretion to rent their own "custom" domain name (e.g. [youru3a.org.uk](http://youru3a.org.uk)) from any ISP offering such services and to arrange web forwarding to their standard Site Builder URL.

U3As may also set up generic email addresses (e.g. [secretary@youru3a.org.uk](mailto:secretary@youru3a.org.uk)) for use by the post holder and use these to forward emails to email address for the post holder.

Setting up and managing such external domains names and email addresses are entirely the responsibility of the Client U3A. The Site Builder team has no way of accessing the underlying ISP account so cannot create/amend or remove them. Site Builder will give general advice and guidance on setting up such arrangements but cannot otherwise become involved.

## 8 Future enhancements

The Site Builder is provided on the basis of the functionality available, which can be seen on other live U3A Site Builder websites and is described in the Help pages accessible from the home page of Site Builder. As all U3As have individual procedures and policies for managing their activities, the Site Builder team gives no guarantee as to fitness for purpose for their particular needs.

Suggested enhancements are often identified for the future by the support team and Editors may suggest enhancements, new features or improvements to usability via the Site Builder support email address. Priority will be given to changes that benefit Site Builder Client U3As generally whereas one off changes for an individual U3A will not be offered.

There is an ongoing programme of Site Builder enhancements and corrections to existing functionality although, being dependent upon volunteers, it is not possible to commit to a schedule. The Site Builder team cannot guarantee that any particular change will be made in any particular time scale or at all.

## 9 Charging policy

The Site Builder has been developed by a small team of U3A volunteers. The team is hoping to attract more volunteers with good PHP software experience to add more sustainability.

In order to avoid Client U3As being liable for any costs all charges involved in providing Site Builder, the hosting fees, domain rental, and firewall fees are paid centrally by the Third Age Trust in whose name the services are registered.

## **Appendix: Site Builder Acceptable Usage Policy**

It is the responsibility of all Site Builder Editors to ensure that they comply with the terms of this Acceptable Usage Policy at all times. Some of these conditions derive from the Acceptable Usage Policy of our host Internet Service Provider (ISP) and compliance is required to ensure that U3As comply with UK Law and the activities of one Editor does not jeopardise the reputation or standing of their U3A, the Site Builder service, or the U3A movement as a whole.

In the event of a breach of this policy, Site Builder, in consultation with the Third Age Trust, reserves the right to terminate all or part of any service with immediate effect, without recompense, and delete any files for that U3A held on our servers.

### **Compliance with UK Law**

Customers may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant statutory provisions including but not limited to the Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997. This includes but is not limited to;

The uploading of scripts which interfere with our system and/or the accounts of other U3A websites, cause harm to any other computer system or user, or engage in any type of fraudulent activity is prohibited.

Storage, distribution of or transmission of illegal materials may lead to investigation and possible prosecution by the relevant authorities. All content uploaded to your your website, whether documents or images, must conform to UK law. It is the U3As sole responsibility to ensure this. You must not gain or attempt to gain unauthorised access to any computer systems for any purpose. Such action may lead to criminal prosecution under the Computer Misuse Act. You must not send data to the internet using forged addresses or data which is deliberately designed to adversely affect remote machines (including but not limited to denial of service (DDoS), worms and viruses, trojans and ping storms).

You are prohibited from running 'port scanning' or other software intended to probe, scan, test the vulnerability of or access remote Site Builder systems or networks except in circumstances where Site Builder has given express permission for this to be done.

It is unlawful in the UK law to knowingly infringe intellectual property rights, such as copyright, patents, database rights and registered trademarks. Site Builder will co-operate with any law enforcement body, agency or rights holder wishing to assert their rights in these matters and Site Builder in consultation with the Third Age Trust reserves the right to withdraw service under such circumstances.

Sites must not contain 'hateful' material or content which seeks to incite hate.

Sites must not contain images, videos, depictions or descriptions of pornography which is unlawful in the UK or which is deemed to be distasteful at our sole discretion.

Sites must conform to UK copyright law.

Sites must not contain 'warez', copyrighted music/videos or links to such content. It is the sole responsibility of each U3A to ensure that they have the rights to distribute any content displayed on their website.

## **Email Usage**

You agree not to send emails that might cause annoyance, inconvenience or anxiety to a recipient via any of the email facilities available within Site Builder.

You agree not to send any emails likely to cause distress or any material which is offensive, indecent, obscene, menacing or in any way unlawful.

You must not use our mail services or network to send email to any user who does not wish to receive it.

You must not use our mail services or network to send unsolicited email, in bulk (commonly known as 'spam') or individually.

You must not use any email address that you are not authorised to use.

## **Web Usage**

Web usage includes the use of web space provided with Client U3A Editors' accounts, web hosting on our servers and the use of document and image uploading facilities. We cannot and do not proactively monitor content on any web space maintained by Client U3As and cannot and do not guarantee that such sites are free of illegal content or other materials that may be considered unacceptable.

You accept sole responsibility for the content of web pages owned and/or operated by you – whether in text, in uploaded documents or uploaded images.

You accept sole responsibility to ensure that all materials on any website owned or operated by you contains material that you have created or have permission to use.

You accept sole responsibility for any dispute involving Copyright or Intellectual Property Rights associated with your site or service.

You may not upload or insert into any web page HTML, PHP, JavaScript or other code files.

You may not upload or insert into any web page material that is deemed by the Third Age Trust to jeopardise the reputation or standing of your U3A, the Site Builder service, or the U3A movement as a whole.

Site Builder offers web resources that are designed to support U3As in holding all the information they wish to present to their members and the public about their current Groups, Events and other activities. These resources may only be used to serve a standard U3A website and may not be used for bulk storage, archival or any other purpose likely to consume excessive storage.

Restrictions will be put in place to set limits on uploads (that may be changed from time to time) to ensure that these storage limitations are observed.

Legal adult content as defined by UK law is not allowed on Site Builder websites.

We may undertake investigation of content services if potential abuse is brought to our attention and we reserve the right to remove any web page or uploaded file from our servers at any time and for any reason.