



Support Hub Product Terms

LAST UPDATED: 3 October 2017

VERSION 1

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1 Overview

Support Hub is an online, self-service, support community that makes it easier for schools and their ICT support providers to access technical information and advice. It includes:

- A community forum for technical discussions.
- Instant messaging with our Helpdesk.
- Self-service incident reporting to our Helpdesk.
- The N4L Knowledgebase.

This document forms part of your agreement to use Support Hub. The agreement also includes our General Terms and other applicable documents available on the [Legal Terms & Policies](#) section of our Website.

There is a separate agreement between us and each individual School User, as well as a separate agreement between us and each individual Support Provider.

2 Definitions

Terms defined in the General Terms have the same meaning in these Product Terms. In addition, unless the context requires otherwise:

- **Content** means data, text, information, links and other content in or available from Support Hub.
- **Post** means to submit, publish, post, display, upload, distribute, disseminate or otherwise transmit via Support Hub.
- **School** means:
 - any early childhood “service provider”, “registered school” or “tertiary education provider” as those terms are defined in the Education Act 1989; or
 - any other organisation we treat as a School for the purpose of Support Hub.
- **School User** means any employee or contracted staff member of a School (e.g. the school’s ICT lead teacher).
- **Support Hub** means the functionality and information we make available on or from the “Support Hub” page on our Website.
- **Support Provider** means anyone providing ICT support services to a School.
- **User** means any individual with an account in Support Hub, including School Users, Support Provider staff, and our own staff.

3 User Accounts

3.1 School User Accounts

Each School User must have their own, individual account, and the account must be associated with a single School. School students cannot have School User accounts.

If you hold, or apply for, a School User account:

- Your application is subject to our approval.
- You must be employed by, or contracted to, the School under which you applied for your account. Your relationship with the School may be subject to confirmation by the School (e.g. by the principal, CEO or equivalent role, or their delegate).
- You must let our Helpdesk know in advance (see our Website for contact details):
 - When you stop working for the School. If you move to another School, you should apply to have your account related to that School.



- If your role, contact details or other account information changes.

3.2 Support Provider Accounts

Support Providers must have a single account, but the account can be shared amongst their support staff and can be associated with multiple Schools. The account email address (username) must be generic e.g. admin@ict.co.nz. The account must specify a primary User with whom we can communicate in relation to Support Hub and who is responsible for managing the account and any issues relating to the account.

If you hold, or apply for, a Support Provider account:

- Your application is subject to our approval.
- You must be contracted, by each School you apply to have your account associated with, to provide ICT support to that School. Your relationship with the School may be subject to confirmation by the School.
- You must let our Helpdesk know in advance (see our Website for contact details) when your contract to provide ICT support to a School will end.

3.3 Account Deactivation

You may deactivate your account at any time.

We may deactivate your account:

- immediately if:
 - you breach these terms;
 - we believe your account has been compromised (e.g. password theft);
 - you are a School User and you are:
 - no longer working for the School with which your account is associated; or
 - deregistered as a teacher;
 - you are a Support Provider and you are no longer contracted by any of the Schools with which your account is associated to provide ICT support services; or
 - we believe it is desirable in the interests of other Users; or
- on one month's written notice if we cease providing Support Hub generally.

If your account is deactivated, you will not be able to access Support Hub via that account but your Content and profile for that account will still be visible to other Users.

3.4 Account Reactivation

We may lift your account deactivation if you demonstrate to our reasonable satisfaction that the reason for us deactivating the account has been resolved and will not be repeated.

4 Using Support Hub

4.1 Password

You must protect your password and are solely and fully responsible for all activities that occur under your account.

4.2 Posting Content

Content, whether posted in public or restricted areas, is the sole responsibility of the person holding the account under which the Content is Posted. Accordingly, you are entirely responsible for your Posts and all Posts by any person on your account. We may remove or reword any Post at our sole discretion.



We are not a content storage provider. Except as required by law, we have no obligation to retain your Content or return it to you.

4.3 Screening Content

We do not screen, monitor or endorse any Content other than our own. We make no promises or guarantees in relation to that Content, including as to its adequacy, accuracy, completeness, non-infringement or freedom from anything harmful or inappropriate. But if we discover any Content that does not appear to meet these terms, we may in our sole discretion investigate and determine whether to remove it.

4.4 Using Content

You must evaluate, and bear all risks associated with, the use of Content, including any reliance on its accuracy, completeness, or usefulness.

We authorise you to view and download a single copy of the Content solely for your own, non-commercial use. You may not sell or modify any Content or reproduce, display, publicly perform, distribute, or otherwise use any Content in any way for any public or commercial purpose without our written permission.

You must notify us as soon as possible if you have access to Content relating to a School that is not associated with your account.

4.5 Inappropriate Use

You agree only to use Support Hub and Content in ways that are legal and properly related to providing or obtaining technical information and advice. For example, when using Support Hub you will not:

- Post any commercial messages or advertisements;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Post any inappropriate, defamatory, infringing, obscene, racist, sexist or unlawful Content;
- Post any Content that infringes any right of any party;
- download any Content that you know, or reasonably should know, cannot legally be downloaded;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of Content;
- restrict or inhibit any other User from using and enjoying Support Hub;
- use Support Hub for any illegal or unauthorised purpose;
- interfere with or disrupt Support Hub or servers or networks connected to Support Hub, or disobey any requirements, procedures, policies or regulations of networks connected to Support Hub;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of Support Hub or collect information about Users for any unauthorised purpose;
- submit Content that falsely expresses or implies that such Content is sponsored or endorsed by us;
- create or attempt to create User accounts by automated means or under false or fraudulent pretences;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or



- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

While we prohibit such use, you understand that you nonetheless may be exposed to such conduct and that you use Support Hub at your own risk.

4.6 Third Party Sites

Support Hub may link to content outside of Support Hub. Links from Support Hub to other websites or services (including text or image based links or website framing) do not constitute our endorsement of those websites or services, or their content, whether those links have been Posted by us or others. We do not control such sites or services, and are not responsible or liable in any way for their content or availability or any problems with any links to those sites or services. The use of any website or services controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites or services, and not by our terms.

4.7 Taking Down Content

We have a [Takedown Policy](#) to help address any infringing, defamatory or other inappropriate Content. Anyone may ask us to remove Content in accordance with that policy.

4.8 Our Commitments

We will provide Support Hub using reasonable care and skill. But we don't guarantee that it will:

- be completely secure or private or that any data will never be lost or damaged;
- be free of errors, defects, malware or other harmful things;
- be free of any harmful or inappropriate content;
- be uninterrupted, timely or always accessible, available or fully functioning; or
- have any particular content or features.

5 Proprietary Rights

5.1 Our IP

We and our affiliates and licensors own and retain all rights in Support Hub, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by us, you may not copy, modify, publish, transmit, distribute, perform, display or sell any of our proprietary information.

5.2 Your Content

We claim no ownership over any Content you Post. You or your licensors retain all intellectual property in such Content. By Posting Content, you grant us a non-exclusive, irrevocable, sub-licensable, royalty-free licence to:

- display your Content in Support Hub in accordance with Support Hub's functionality;
- use, host, store, modify, adapt, copy, publish, display, distribute and create derivative works of your Content for the purposes of providing, supporting, improving and operating our products and services;
- use all ideas, comments or suggestions from you on changing or improving our products or services or the services of Support Providers; and
- otherwise use, modify and distribute your Content as reasonably required for the purpose for which it was provided.

You represent to us that use of your Content in accordance with the above terms does not



contravene any laws or infringe anyone's rights.

5.3 Privacy

Our [Privacy Policy](#) governs the way we collect, use and disclose your personal information.

6 Our Liability to You

Clause 7 (Liability) of the General Terms does not apply to Support Hub or your use of it.

Instead:

- You agree that your access to Support Hub is for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 do not apply to your use of Support Hub.
- To the maximum extent permitted by law, we and our employees, agents, consultants, directors, shareholders, and any other person or entity that directly or indirectly controls us, have no direct or indirect liability of any kind to you or any third party for any claim under or in connection with these terms or relating to Support Hub.
- To the extent the above limitation is ineffective, our total liability (however arising, including in negligence) to you and all third parties (in aggregate) for each act or omission under or in connection with these terms or relating to Support Hub (and all related acts and omissions) is limited to \$100.