

Information for students on the use of an externally hosted web service provider

This does not constitute legal advice.

It is essential that you read and understand the following information. This course requires that students sign up for an externally hosted web service (i.e., a service that is not supplied by [name of institution/organisation]) as part of the course assessment requirements. There are some things you need to know about this service and how it works so that you can make informed decisions about the type and amount of information that you supply to the service.

This information will also be presented at an in-class briefing, where you will be free to raise any questions or concerns. If you do not understand anything that comes below, please see the course convenor before you sign up for the service. Here are some things you need to know and understand:

Signup

- You will be asked to sign up for an externally hosted web service as part of the assessment requirements for this course. The service we will be using is [name of service], also known as the 'service' or the 'service provider.'
- When you sign up for the service, you will be entering into an individual agreement with that service provider, and not with [name of institution/organisation]. You should read carefully and understand the service provider's Terms of Service *before* you sign up. You must decide the extent to which you establish your own relationship with the service provider, and you may choose to either disclose or withhold whatever information you wish.

Offensive material

- Because you are registering directly with the service, you are personally responsible and legally liable for any material you post on the site. Any material that is offensive, defamatory, hateful, breaches copyright, or discloses personal information about others without their permission that is made under your login will be attributed to you.
- You must not post or upload material that brings either you or the [University/School/Organisation/Institution] into disrepute, or that causes offence.

Information you provide to the service provider

- [name of institution/organisation] has no control over the service provider, or how the service provider uses the data it gathers.
- Information you provide to the service provider may include your name and date of birth.
- You should be careful about the information you disclose to the service provider. For the purposes of using this service in the course, you should not provide information that reveals personal details about you, such as your address, postcode, telephone numbers, ethnicity, occupation, hobbies, or similar information.
- Information you provide to the service provider will include any material you generate and upload or post as part of the course requirements.
- Your information may or may not be viewable to anyone on the internet, depending on course requirements. In the case of the course requiring a that a private site be hosted by the service provider, your content will likely be viewable only to your classmates, the course convenor and others with a genuine interest in the class (e.g., other teachers who want to see how we are using the service or who can comment on how well we are doing).
- Because your work may be displayed to others, you will be exposing your work to being stolen, plagiarised, or 'ripped off' by others. Even though you retain copyright over your material, this does not stop disreputable persons from taking your work and using or displaying it on their own website (or in any other form) unacknowledged.
- You must never provide information to the service about other people without their express consent.
- You must never upload database files containing people's names and addresses.
- If you believe that a classmate has posted material that is offensive, defamatory, hateful, breaches copyright, discloses personal information about you, or is cause for other concern, then you must notify the course convenor immediately.
- Upon completion of the course, your work must be archived and kept for a minimum of four months in order to satisfy University regulations, procedures and policies. If you wish to add to or develop your site after the assessment due date, you can approach the course convenor to try to negotiate a way of making this happen.

Copyright, intellectual property and privacy

- Under the Terms of Service, you retain the copyright to any material that you create. However, because the service is hosting what you create, the service may require from you a licence to publicly display, reproduce, translate, publish, and distribute your work. This means that you cannot sue the service for displaying etc. material to which you hold the copyright. Check the Terms of Service with the service provider for full details.

- Under the Terms of Service, you retain any intellectual property rights you may have in the material you supply to the service. However, because the service is hosting what you create, the service may require from you a licence to publicly display, reproduce, translate, publish, and distribute your work. Check the Terms of Service with the service provider for full details.
- Under the Terms of Service, your work may be sub-licensed under a Creative Commons licence. Creative Commons is a way of distributing your work on the internet more easily. Creative Commons lets you change your copyright from 'All rights reserved' to 'Some rights reserved.' This means that other people may, for example, 'share or remix' your work as long as they attribute the work to you, do not use the work for commercial purposes, and agree to share your work under the same licence. For more information about Creative Commons, visit the [Creative Commons website](http://creativecommons.org/) for more information: <http://creativecommons.org/>. For more information about any such sub-licence used by the service provider, please visit the service provider's Terms of Service.
- Under the service provider's Privacy Policy, your information may be accessed by a third party under certain conditions, such as for auditing; research and analysis in order to maintain, protect and improve the services; ensuring the technical functioning of the network; and/or developing new services. Check the service provider's Privacy Policy or full details.

Cookies, monitoring, and emails

- Most websites collect 'cookies,' small packets of data that are used again when you login to that site. Cookies are what enable a website to track your user details so that your preferences are remembered on the site, meaning that you don't have to enter the same information over and over again. Cookies are not viruses or worms, do not generate spam or popups, and are not used for advertising. However, some internet users would prefer it if a 'cookie trail' weren't left behind every time they visit a website, so different internet browsers let you turn off cookies so that such a trail is not laid down. If you don't want cookies to track your preferences, you will need to set your browser's privacy settings, options or preferences to turn off cookies. If you need more information about cookies, go to Wikipedia.org and search for 'HTTP cookie.'
- When you sign up for the service you may receive marketing email messages in your inbox. To turn off these messages, visit your account or profile settings or preferences, navigate your way to the 'notifications' area and switch them off.
- Search engines may find, index and cache the openly accessible information you provide to the service.

Responsibility for your work

- You are responsible for anything that occurs under your account login. This is usually reflected in the Terms of Service that you have signed up for.
- If you have administrative access to the site provided by the service, you are responsible for backing up your work. You should back up your work on a regular basis, whenever you make significant additions or alterations to the site, and at the point where you submit the work for assessment.
- Your work will be date stamped, meaning that any changes made to your site after the due date will be noted. If you have administrative access to the site provided by the service, you are responsible for ensuring that your account's timezone is correct.
- Work generated under any particular login will be attributed to that login. For example, if you are working with another student and your work appears under that student's login, then you will not be recognised as the author of that work. You need to make sure that your work appears under your own login. cannot claim to be the author of work done under another student's login.

Course convenor's notes

On my part, I have made every effort to chose a service provider that

- I believe provides fair Terms of Service that are likely to be acceptable to you. This means that I have chosen a service provider that lets you retain both copyright and rights to your intellectual property. I have chosen a service provider that gives you a large degree of control over how much and what type of your personal information is displayed.
- Allows material to be backed up.
- Is normally stable, available, reliable, has a good reputation and that has a strong online community built around it.

I have also

- Tested the use of this service on Information Commons computers, both Mac and PC, using both Internet Explorer and Firefox.
- Provided as much useful and accurate information about how to protect your data online as I can.
- Asked that you give me administrator access (if appropriate) to your site so that I can monitor the material that you post there. Even though you are ultimately responsible for the material you post or upload, I will remove any content that I believe will bring into disrepute either the institution or yourself.

This information was developed using the University of Edinburgh's [Guidelines for Using External Web 2.0 Services](http://www.vp.is.ed.ac.uk/Web_2.0_Initiative/Guidelines) at http://www.vp.is.ed.ac.uk/Web_2.0_Initiative/Guidelines.