



## GOETEC: GOEsend Terms of Use



### Background

GOEsend is the name given to the secure file transfer service provided by GOETEC Ltd on behalf of the Further Education and Higher Education and Research communities in Kent and the UK.

The GOEsend Service is based on the open source software FileSender and provided "as is". Reasonable steps have been taken to ensure the software is designed, tested and operated to securely transfer files and data.

Please note that all use of the **GOEsend** service is also subject to the [Janet Acceptable Use Policy](#).

### Confidentiality of Data

- The GOEsend service is hosted on servers and storage at the University of Kent in Canterbury. **Access is granted through a direct connection to Janet** (i.e. data should not normally transit other networks if you are transferring files to/from a Janet connected site).
- All file transfers are secured using the https protocol.
- We recognise that security and confidentiality of data are extremely important. Your contract for use of this service is with GOETEC Ltd which in turn has a hosting agreement with the University of Kent. The hosting agreement with the University of Kent reflects the terms below. A copy of the agreement can be provided to GOETEC customers on request.
- We will never view, scan, open or otherwise inspect the content of your files except:
  - If we are required to do so by law;
  - In response to a specific, credible complaint;
  - In relation to support or troubleshooting, and then only with your expressed written permission.
- If content is examined for one of the reasons stated above, it will be by GOETEC staff and/or by ICT support staff at the University of Kent.

- We will never intentionally allow any other party access to the content of your files, unless we are required to do so by law.
- File names will be recorded in log files which will be inspected from time to time by GOETEC staff and by support staff at the University of Kent.
- GOETEC Ltd will make all reasonable efforts to ensure the security of the service is maintained at all times.
- Noting the terms above, we would encourage you to encrypt data, particularly where the data includes items of a personal or confidential nature.

In using the GOEsend service you agree to do the following things:

- Not to circumvent, or attempt to circumvent any security or other authentication mechanism;
- Not to intentionally disrupt, or attempt to disrupt the normal operation of the GOEsend service;
- Not to access, or attempt to access any file or data that you do not have a right to access;
- Not to knowingly infringe the copyright or other rights to any file or data;
- Not to transfer anything that is fraudulent, misleading, defamatory, or could cause annoyance, offense, or distress to the intended recipient(s);
- Not to use the GOEsend service for the purpose of transmission of unsolicited material;
- Not to infringe the privacy of others;
- Not to violate the law in any way.

### **Service Availability**

- The service will be available in normal operating circumstances 7/24 via the URL <https://send.goetec.ac.uk>
- GOETEC Ltd does not accept any responsibility for the data files or their content during transfer. Users are responsible for protecting original data files or content on their own PCs or network and making appropriate backup arrangements. Data files or content used in GOEsend transfers must always be a copy of the original.

- Files using the GOEsend service are not backed up as a matter of course. This is why original data must not be transferred and copies should be used. GOETEC Ltd cannot guarantee the protection of these copies used in data transfers in the event of a system or network failure.
- The GOEsend service is intended for, and is sized for, transferring volumes of data ranging from a few bytes up to a 2Gigabytes. There is no restriction on the number of individual file transfers you perform. For larger files we would advise using file compressions tools such as WinZip. If you have requirements exceeding several Gigabytes as a one-off, or for frequent large transfers, please contact GOETEC Ltd to discuss these requirements.
- Users should establish the identity and full email address of recipients. Therefore, the direction of transferred files to the right recipient is always the originator's responsibility.
- GOETEC Ltd reserves the right to modify the service without notice, though in normal operating circumstances any work will be undertaken in the usual Janet maintenance windows. For other urgent work GOETEC Ltd will make every effort to give 3 days' notice in advance of such a change to all users, with information on the planned improvements made available. Service Alerts will be posted on the GOETEC website [www.goetec.ac.uk](http://www.goetec.ac.uk) to provide information to users about any service outages and regular maintenance periods, when the service will not be available.
- GOETEC Ltd may intervene to check a user's use of the service where there is evidence of excessive use or a breach of either institutional, or JANET Acceptable Use Policies and inappropriate use. Any breach of these AUPs will be reported to the home institution.
- Users will comply with AUPS approved by their home institution, GOETEC Ltd and JANET.
- User institutions will be registered with the UK Access Management Federation and will have implemented Shibboleth federated authentication in their home institution.
- Users will select their home institution and logon to access the service.
- The default browser for GOEsend will be Internet Explorer 9. Use of other Windows and Mac browsers will be at the user's risk and discretion.
- Though browsers other than IE9 may render web pages differently, or present the GOEsend tools differently, the basic file transfer function should work reliably across all standard browsers. Where the paid for service is used, users must ensure that all bills are paid in full. Where

payment is not made or is regularly late, users may receive a Notice to Pay within 30 days of the issue date or access will be withdrawn.

- Should a problem arise GOETEC Ltd should be contacted at [GOEsend@goetec.ac.uk](mailto:GOEsend@goetec.ac.uk). Responses will be made normally within 24 hours. Reported incidents will normally be resolved within 1 working day.
- The University of Kent will provide support for service and technical investigations and may need to contact users in the event of a serious issue. University of Kent will log incidents, make referrals to appropriate support teams and work to resolve matters as quickly as possible.
- Users can expect the following responses if issues arise when using the service:
  - Production computer and storage server down or not available - a 2 hour response and resolution within 1 working day.
  - Loss of data on file store within the 8 day availability period – Response within 1 working day, resolution within 2 working days or sooner.
- Users dissatisfied with any service response or wishing to provide feedback should email [GOEsend@goetec.ac.uk](mailto:GOEsend@goetec.ac.uk) with details.
- Users should direct suggestions for changes or modifications to the service to GOETEC Ltd using [GOEsend@goetec.ac.uk](mailto:GOEsend@goetec.ac.uk)

### **General**

- We reserve the right to vary these terms and conditions from time-to-time.
- We will always provide reasonable written notice of any variation and include the reasons for the variation.

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