

Schoolaspect Terms of Service

1. ACCEPTANCE OF TERMS

Schoolaspect of Bordesley Hall, The Holloway, Alvechurch, Worcestershire, B48 7QA ("Schoolaspect", "We", "Our" or "Us") provides the schoolaspect service to your school and registered users ("You"), together ("the Parties") subject to the following Terms of Service ("TOS"), which may be updated by Us from time to time without notice to You. You can review the most current version of the TOS at any time at: <https://www.schoolaspect.com>. This will also detail any other relevant guidelines for Service use and all such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

Schoolaspect provides users with access to a rich collection of resources, including various communications tools, storage facilities and personalised content through its web service Schoolaspect (the "Service"). You understand and agree that the Service may include certain communications from Schoolaspect, such as service announcements and administrative messages, and that these communications are considered part of schoolaspect subscription membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new schoolaspect modules, shall be subject to the TOS. Whilst we use all reasonable endeavours in providing the Service, you understand and agree that the Service is provided "AS IS" and that Schoolaspect assumes no responsibility for the deletion or failure to store any user data or settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. CHARGES AND INVOICING

Where payment is required we will explicitly detail payment requirements, either online and/or in a separate invoice ("the invoice"). You shall also pay all applicable taxes related to charges made for the use of the Service at the same time.

If you fail to pay us within the time stipulated above, We shall be entitled to charge You interest at 4% above the base rate at the relevant time of Barclays Bank plc. Such interest shall accrue daily and be compounded monthly. In addition, we may suspend your access to and use of the Service.

In the case of an online payment or payment via our telesales operators, we shall send written confirmation of your subscription purchase to your stated email address detailing in addition to Your other statutory requirements.

- Our scope of service

- The term of the subscription

- The value of your order (in the event that this has been paid for by a third party such as an LA this will be of nil value).

In the event that this email from Us to You bounces back to us for whatever reason, we shall instead post a letter of confirmation containing the same details to your school's stated geographical address.

4. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, You represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of England and Wales or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

5. SCHOOLASPECT PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.schoolaspect.com/index.php/about-us/privacy-policy> you understand that through your use of the service you consent to the collection and use (as set forth in the Privacy Policy) of this information for storage, processing, and use by Schoolaspect.

6. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Schoolaspect of any unauthorised use of your password or account or any other breach of

security, and (b) ensure that you exit from your account at the end of each session. Schoolaspect cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

7. CUSTOMER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you and not Schoolaspect are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Schoolaspect does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, You may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Schoolaspect be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity; • forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- "stalk" or otherwise harass another;
- do anything that is unlawful; and/or collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs 1 to 9 above.

You acknowledge that Schoolaspect may or may not pre-screen content, but that Schoolaspect and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any content that is available via the Service. Without limiting the foregoing, Schoolaspect and its designees shall have the right to remove any content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that You may not rely on any Content created by Schoolaspect or submitted to Schoolaspect, including without limitation information in Schoolaspect Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that Schoolaspect may access, preserve, and disclose Your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to Your requests for customer service; or (e) protect the rights, property, or personal safety of Schoolaspect, its users and the public.

You understand that the technical processing and transmission of the Service, including Your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Schoolaspect and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorised reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

You acknowledge that the Service is only for use in the United Kingdom.

8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Schoolaspect does not claim ownership of content You submit or make available for inclusion on the Service. However, with respect to content you submit or make available for inclusion on the Service, You grant Schoolaspect a world-wide, irrevocable royalty free and non-exclusive license (with the right to sub-license) to

- use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

9. INDEMNITY

You agree to indemnify and hold Schoolaspect, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content You submit, post, transmit or make available through the Service, Your use of the Service, Your connection to the Service, Your violation of the TOS, or Your violation of any rights of another.

10. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

11. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Schoolaspect may establish general practices and limits concerning the use of the Service, including without limitation the maximum number of days that email messages, the maximum disk space that will be allotted on Schoolaspect's servers on Your behalf and the maximum number of times (and the maximum duration for which) You may access the Service in a given period of time. You agree that Schoolaspect has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Schoolaspect reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Schoolaspect reserves the right to modify these general practices and limits from time to time.

12. MODIFICATION TO SERVICE

Schoolaspect reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Schoolaspect shall not be liable to You or to any third party for modification, suspension or discontinuance of the Service.

13. TERMINATION AND RENEWAL

You agree that Schoolaspect may, under certain circumstances and without prior notice, immediately terminate Your schoolaspect account, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by You (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) You have engaged in fraudulent or illegal activities, and/or (h) non-payment of any fees owed by You in connection with the Services. Termination of Your Schoolaspect account includes (a) removal of access to all offerings within the Service, (b) deletion of Your password and all related information, files and content associated with or inside Your account (or any part thereof), and (c) barring further use of the Service.

We will endeavour to inform You of the subscription fee payable for subsequent years at least 30 days in advance of the anniversary of Your current subscription. Your subscription will renew automatically unless You give us notice within 30 days before the commencement of the subsequent period.

In the event that renewal subscription fee is not received prior to the anniversary date of Your current subscription Your service will be temporarily withheld.

14. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Schoolaspect has no control over such sites and resources, You acknowledge and agree that Schoolaspect is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Schoolaspect shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

15. SCHOOLASPECT'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to You through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Schoolaspect or advertisers, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Schoolaspect grants You a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that You do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Schoolaspect for use in accessing the Service.

16. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. OTHER THAN AS SPECIFICALLY STATED IN THE TOS, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SCHOOLASPECT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- SCHOOLASPECT MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USER OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCHOOLASPECT OR THROUGH OF FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

17. LIMITATION OF LIABILITY

NOTHING IN THE TOS SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY HOWSOEVER CAUSED OR FOR FRAUDULENT MISREPRESENTATION.

SCHOOLASPECT SHALL HAVE NO LIABILITY TO THE CLIENT FOR ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION ARISING FROM ANY CONTENT WHICH IS INCOMPLETE, INCORRECT, INACCURATE, ILLEGIBLE, OUT OF SEQUENCE OR IN THE WRONG FORMAT.

SCHOOLASPECT SHALL NOT BE LIABLE TO YOU BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT), OR ANY OTHER DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE TOS, FOR (a) LOSS OF PROFIT, (b) LOSS OF REVENUE, (c) LOSS OF SAVINGS OR ANTICIPATED SAVINGS, (d) LOSS OF DATA, (e) LOSS OF USE OF SOFTWARE OR DATA (f) LOSS OR WASTE OF MANAGEMENT OR STAFF TIME, (g) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS (WHEHTER CAUSED BY THE NEGLIGENCE OF SCHOOLASPECT, ITS SERVANTS, AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SERVICES OR THEIR USE BY YOU.

THE ENTIRE LIABILITY OF SCHOOLASPECT UNDER THE TOS SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY SCHOOLASPECT IN THE 12 MONTHS PREVIOUS TO ANY CLAIM.

18. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement pursuant to The Contracts (Rights of Third Parties) Act 1999.

19. NOTICE

Schoolaspect may provide You with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

20. TRADEMARK INFORMATION

The Schoolaspect logo, trademarks and service marks and other Schoolaspect logos and product and service names are trademarks of Schoolaspect. (the "Schoolaspect Marks"). Without Schoolaspect's prior permission, You agree not to display or use in any manner, the Schoolaspect Marks.

21. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between You and Schoolaspect and governs Your use of the Service, superseding any prior agreements between You and Schoolaspect with respect to the Service. You also may be subject to additional terms and conditions that may apply when You use or purchase certain other Schoolaspect services, affiliate services, third-party content, or third-party software.

Waiver and Severability of Terms. The failure of Schoolaspect to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

22. VIOLATIONS

Please report any violations of the TOS to our support desk.