

Evaluation Licence

Licence Summary

Product supplied by Arbor:

Cloud-based management information system, including the following functionality:

Reporting	CORE
	Census
	Progress (one current year data only)
Engagement	Behaviour
	Communications
Accessibility	Dashboards
	Search
Efficiency	Timetable
	Safety & security

Evaluation period:

6 weeks (usually one half-term period) from the Trial Start date

Support:

None

Training:

None

Feedback:

School to provide regular feedback on their use of the Product for the duration of the evaluation period

Fee: nil

Additional Fees:

Arbor provides an SMS message service. The usual charges are laid out below. For trial purposes, fair usage (up to 100 messages) will be provided for free. Otherwise charges will be:

- 4p per text
- Arbor reserves the right to change prices if wholesale or currency prices vary by more than 5%

Arbor Education Partners Limited Licence Terms and Conditions

- 1.1 The following terms shall have the meaning set out below.
- "Access Rights"** means the level of access a User has in respect of the System and Content, including without limitation what Content the User can access and/or edit, whether the User is authorised to generate User Content and if so, the nature and scope of such User Content;
- "Conditions"** means these terms and conditions, the Terms of Use and any other special terms or conditions expressly agreed by the parties in advance and in writing;
- "Content"** means any content or material, whether of an audio or visual nature, which is accessible to a User or Users via the System, which may include but is not limited to words, pictures, blogs, comments, reports, case studies, lesson plans, home work, programmes and podcasts;
- "Contract"** means the contract for the licence of the System formed by our acceptance (which, however made or communicated, shall be deemed made subject to the Conditions);
- "Evaluation Period"** means the period detailed in the Evaluation Summary;
- "Evaluation Summary"** means the Evaluation Summary form completed by the parties and signed by the School which includes, without limitation, the duration of the Evaluation Period, the Fee and the School's responsibilities in respect of providing Feedback;
- "Fee"** means the fee payable by the School to us, as detailed in the Evaluation Summary;
- "Feedback"** means the written and oral feedback to be provided to us by the School and Users in respect of the System, as further detailed in the Evaluation Summary. For the avoidance of doubt, this may include without limitation written feedback on and bug reports relating to the System and attendance by teachers and other representatives of the School at meetings with us to discuss the System and the trial;
- "Purpose"** means the purpose of using the System for the School's own internal academic purposes in order to trial the System and provide Feedback to us in relation to the System. For the avoidance of doubt, the Purpose does not include any commercial purposes of the School or any third party;
- "School"** means the academic institution detailed on the Evaluation Summary;
- "System"** means the Arbor Education management information system, intended for use on a computer, smart phone or tablet computer, which enables a User to access and use the System (subject to the relevant User's Access Rights) as detailed in the Evaluation Summary;
- "Terms of Use"** means the terms and conditions which the School, and each individual User, must agree to in order to access and use the System, in whole or in part. For the avoidance of doubt, if the School does not agree to the Terms of Use, the Contract will immediately terminate. If an individual User does not agree to the Terms of Use, it will not be entitled to access or use the System or any part thereof;
- "Training"** means the training provided by us to the School in relation to the System;
- "User"** means a single individual who is granted Access Rights by the School in respect of the System. For the avoidance of doubt, different Users may have varying levels of Access Rights to the System, as determined by the School;
- "User Content"** means any Content generated by a User; and
- "We", "Us", "Our"** means Arbor Education Partners Limited (Company No. 7790198) whose registered office is at Studio 307, 242 Acklam Road, London W10 5JJ.
- 2 [The Contract](#)
- 2.1 The Contract shall be deemed to have been entered into upon signature by the School of the Evaluation Summary form or when we make the System available to the School, whichever is the earlier (the **"Commencement Date"**). The System is licensed and the Training is provided subject to these Conditions and these Conditions shall be the sole terms and conditions applicable. Terms and conditions on the School's order form, purchase order or other similar document shall not be binding on us and the signing of the Evaluation Summary by or on behalf of the School shall indicate unqualified acceptance of these Conditions.
- 2.2 No representative, agent or other person has our authority to vary, amend or waive any of these Conditions on our behalf and no amendment or addition to any of these Conditions shall be deemed to have been accepted unless accepted in writing by a director of Arbor Education Partners Limited.
- 2.3 In the event of any conflict between the Contract documentation, these Conditions shall take priority, followed by the Terms of Use and then the Evaluation Summary.
- 2.4 By entering into the Contract: (a) (where applicable) the individual acting on behalf of the School in entering into the Contract warrants and undertakes that it has the requisite power and authority to act on behalf of the School to enter into the Contract and to bind the School; and (b) the School hereby confirms and undertakes that it has the necessary power and authority to enter into the Contract. We shall be entitled to rely on this condition 2.4.
- 3 [Licence of the System](#)
- 3.1 In consideration of the School providing us with the Feedback and paying us the Fee in accordance with the payment mechanism detailed in the Evaluation Summary, we grant to the School a non-exclusive, non-sublicensable, non-assignable licence for the Evaluation Period (subject to earlier termination in accordance with the terms of the Contract) to use the System for the Purpose subject to these Conditions.
- 4 [Access Rights](#)
- 4.1 The School understands and agrees that it shall be responsible for administering and monitoring Access Rights to Users, including without limitation: (a) Using its discretion to appoint Software administrators for the School and Users; (b) allocating user names and passwords to Users; and (c) attributing the appropriate level of Access Rights to each individual User in accordance with the Data Protection Act 1998.
- 4.2 In relation to Access Rights, the School agrees that we shall not be responsible for any error, act or omission of the School (including without limitation by any of the School's Software administrators and/or Users) in respect of the level of Access Rights granted to any individual User and/or class of User.
- 5 [Support & Updates](#)
- 5.1 The School shall notify us in a timely manner in the event it becomes aware of any problem or error with the System & we shall use reasonable efforts to remedy, in a timely manner, any problem with the System that we become aware of.
- 5.2 During the Evaluation Period we may (but shall be under no obligation to) modify, vary, update or otherwise adapt the System, in whole or in part (each, an **"Update"**).
- 5.3 Updates shall take effect automatically but we shall use reasonable endeavours to notify the School when an Update occurs.
- 5.4 The School understands and agrees that Updates may only ever be used for the Purpose and for no other purpose.
- 5.5 We shall have the right to access the System, including without limitation Content, for the purpose of maintaining the System. Further, we shall be entitled to change any user name, password or other access information allocated by us to the School for the purpose of essential network maintenance, enhancement, modernisation or other work which we deem necessary for the operation of the System and/or its server.
- 5.6 The System may become unavailable for periods of time in order for planned maintenance to be performed. The School shall be given advance notice of any planned maintenance and we shall make reasonable efforts to ensure that the School's use of the System is not interrupted during planned maintenance.
- 6 [Our obligations](#)
- 6.1 Subject to condition 7.2, we confirm that: (a) we shall supply the System, and where applicable Training, using reasonable skill and care; (b) all data and other Content, including User Content, shall at all times be stored on secure servers; and (c) we have stringent security and confidentiality procedures covering the storage and disclosure of data, in accordance with the Data Protection Act 1998.

7 The School's obligations

7.1 The School agrees that it shall:

- (a) Positively promote the System to all teachers and pupils of the School, and where the School deems it appropriate, the parents of pupils, and encourage all parties to become Users of the System;
- (b) provide us with regular Feedback and bug reports relating to the System during the Evaluation Period;
- (c) and shall use reasonable efforts to ensure that any and all Users shall at all times provide the Feedback using all reasonable skill and care. For the avoidance of doubt, this shall include without limitation using all reasonable endeavours to ensure that the Feedback is accurate, honest, complete and up to date;
- (d) comply and shall use all reasonable efforts to ensure that all Users shall comply at all times with the Terms of Use. The School further agrees that we shall be entitled to, and shall be entitled to require that the School, investigate any material or repeated breach of the Terms of Use by any User; and
- (e) at no time during the life of the Contract use or permit or assist any third party to use the System for any purpose other than the Purpose.

7.2 The School understands that the System is currently in beta format and therefore may contain errors. To safeguard the School's data, the School agrees that it shall operate the System alongside the School's alternative data management system for such period as detailed in the Evaluation Summary. Except as expressly set out in the Contract, we shall not be responsible for any loss or corruption of any data or information suffered by the School during the period that the School is or should be operating a dual management information system.

7.3 The School agrees that (except to the extent that such cannot be prohibited under s.296A of the Copyright Designs and Patents Act 1988) it shall not and shall use all reasonable efforts to ensure Users do not:

- (a) make copies of the System in whole or in part;
- (b) rent, lease, sub-licence or loan the System to or share the System with any third party, in whole or in part, except as expressly permitted by the Contract;
- (c) translate, merge, adapt, vary or modify the System for any reason nor permit any third party to do such;
- (d) to the fullest extent permitted by law, make alterations to, or modifications of, the whole or any part of the System or permit the System or any part of it to be combined with, or become incorporated in, any other programs;
- (e) disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the System nor attempt to do any such things;
- (f) use the System in any unlawful manner or in any manner that could disable, damage or be otherwise harmful to the System or any part thereof;
- (g) use the System to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, such as spam; and/or
- (h) email, publish or otherwise make available to any third party any user guides or other material supplied by Us to the School.

8 Content

8.1 In order to protect Users we have built certain filters into the System. These filters may prohibit Users from posting or making certain material accessible via the System, including without limitation where the System identifies material as potentially being of an Objectionable Nature. The filters are not perfect and therefore certain material could be restricted which is in fact not of an Objectionable Nature (as defined in condition 8.1(c) below). Further, whilst these filters are intended to reduce the amount of offensive Content accessible via the System, certain User Content could be created and made accessible via the System which is in breach of the Terms of Use. The School agrees that it shall:

- (a) be solely responsible and liable for all Content, including without limitation User Content and any Content generated by or on behalf of the School;
- (b) be responsible for monitoring Content, including without limitation User Content. The School understands that we do not and shall not be responsible for monitoring any Content, including without limitation the User Content;
- (c) not make available or permit any User or other third party to make available any Content which: (i) is in any way offensive, harmful, unpleasant, inappropriate, threatening, fraudulent, defamatory, abusive, discriminatory, false, libellous, misleading, harassing, intimidating, infringing, obscene, unlawful or otherwise objectionable (each being an "**Objectionable Nature**"); (ii) infringes any third party's rights including, without limitation, the Intellectual Property (as defined in condition 11.1 below) rights of any third party; (iii) contains any personal or private information regarding any third party, including but not limited to addresses, phone numbers, email addresses, financial information or passwords except as necessary for the Purpose and subject to complying with the Data Protection Act 1998; and/or (iv) it does not have the necessary permission, licence or authority to make available in such a manner;
- (d) not use the System in any manner which could be deemed to be of an Objectionable Nature and/or which violates the security or integrity of any network, computer, communications system or software application;
- (e) in the event it becomes aware of any Content which is or could be considered to be of an Objectionable Nature, promptly remove such Content from the System; and
- (f) and shall ensure all Users shall keep its and their (as applicable) registration and account details secure and confidential, including but not limited to user names and passwords, and to not share or disclose such information to any third party.

9 Hardware and internet

9.1 Except in relation to the server which hosts the System, the School is responsible for obtaining, paying for and maintaining its own internet connection and hardware in order to make use of the System. We shall not be responsible for any error or downtime suffered by the School in respect of the School's internet and/or hardware. Further, except as expressly set out in the Contract, we shall not be responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software or combination thereof, including injury or damage to any person's computer, mobile phone, or other hardware or software, related to or resulting from using the System, including without limitation downloading / uploading materials using the System.

10 Payment Services

10.1 Where agreed by us with the School, we may provide Payment Services for the School. The provision of Payment Services is subject to the terms of this clause 10 and this Contract.

10.2 The Payment Services shall operate as follows: a Customer will use the Customer-facing interface of the System to give an instruction to a Payment Provider to initiate the transfer of funds from the Customer's account to the School's account.

10.3 The School agrees that Arbor may change or withdraw the Payment Services at any time where there is a legal or technical reason to do so.

10.4 The School agrees that we shall not be a party to any contract for the provision of goods or services by the School to any third party, and that the School contracts directly with its Customers.

10.5 The School shall comply with our reasonable instructions and the reasonable instructions of any Payment Provider for the purposes of operating the Payment Services and minimising fraud.

10.6 The School accepts that provision of the Payment Services is reliant on the services of Payment Providers, and we shall have no liability for any failure to supply Payment Services or any lost or misdirected payment where such failure or loss is a result of the act or omission of a Payment Provider, or where the School has not agreed relevant terms with, paid relevant sums to, provided correct and complete information to or arranged for the receipt of relevant services from any Payment Provider.

10.7 The School agrees that it shall be responsible for any fees or charges levied by any Payment Provider on any transaction initiated using the Payment Services, and that payment will be reduced to take account of such fees or charges. The School shall pay our applicable fees as identified on the Licence Summary, and payment will be reduced to take account of such fees. We may amend our fees on 30 days' notice at any time, provided that the School may cancel the Payment Services by providing us written notice during such period.

10.8 The School agrees that it shall be responsible for investigating any chargeback and paying any fees associated with a chargeback.

10.9 The School agrees that it shall use the Payment Provider required by us where requested by us.

10.10 The School agrees that it shall permit us or any Payment Provider access to its documentation, staff and premises for the purposes of reviewing its payment and risk management procedures.

10.11 The School shall at all times maintain appropriate security procedures in respect of the Payment Services, and shall ensure that there is no improper access to the Payment Services or the School's interfaces with them, or any Customer data.

- 10.12 The School shall comply with all applicable law, industry codes, card or payment scheme rules, regulations and decisions of any applicable public body, including in respect of distance selling and consumer information, and shall indemnify us against all claims, liabilities, costs and expenses arising in connection with its failure to comply with any law, industry codes, regulations and decisions of any applicable public body.
- 10.13 The School shall not use the Payment Services to provide credit or to sell any of the following:
- (a) goods or services not associated with its position as an operation of academic institutions;
 - (b) any insurance or other financial products; or
 - (c) goods or services in respect of which the supply or offer to supply is restricted by law, industry codes, regulation or a decision of any applicable public body, or which infringe the right of any third party.
- 10.14 The School shall ensure that it records and retains all data relating to each transaction made using the Payment Services, and shall comply with all applicable retention obligations.
- 10.15 The School agrees that it shall provide Customers with full and accurate information in connection with any goods or services and associated pricing using the System, and the School shall indemnify us against and costs or losses arising in connection with the breach of this clause 10.15.
- 10.16 The School agrees that it shall be responsible for, and shall indemnify us against any costs or losses arising in connection with, any fraudulent use of the Payment Services by its employees, agents or contractors.
- 11 Intellectual Property**
- 11.1 The School agrees that: (a) any and all copyright, rights in software, patents, database rights, trade marks and any other intellectual property ("**Intellectual Property**") in or relating to us and/or the System belongs to us or our licensors, as applicable; (b) the System is licensed (not sold) to the School for the Evaluation Period only; and (c) except as expressly set out in the Contract, the School has no rights in or to the System or any part thereof and nothing said or done by either party shall constitute a transfer of such rights.
- 12 Confidentiality**
- 12.1 For the purposes of this condition 12, "**Confidential Information**" shall mean all and any information (whether of a technical, operational, administrative, financial, business, Intellectual Property nature or otherwise), whether oral, written or stored electronically, disclosed by a party to the other and, in our case, shall include any information relating to the System and/or our business, products, affairs and/or finances for the time being confidential to us.
- 12.2 Each party agrees that it shall not either during the term of the Contract or at any time after termination, use or disclose to any person, firm or company any Confidential Information it receives from the other (the "**Disclosing Party**"), except where such disclosure is necessary so as to discharge its (the "**Receiving Party**") obligations under the Contract. Further, in the event of a disclosure in accordance with this condition 12.2, the Receiving Party shall restrict such disclosure to only those individuals as need to know the same for the discharge of the Receiving Party's obligations and shall ensure, prior to such disclosure, that the individual is subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 12.3 The obligations set out in this condition 12 shall not apply to Confidential Information which is already in the Receiving Party's possession prior to entering the Contract; has already entered the public domain otherwise than through an unauthorised disclosure; where written consent to the disclosure has been provided by the Disclosing Party; or where disclosure is required as a matter of law.
- 12.4 Each party shall at all times comply with all applicable data protection laws, rules and regulations as in force from time to time, including the Data Protection Act 1998. The School shall also ensure that all Users comply with such.
- 13 Data Protection**
- 13.1 In this Condition 13, the terms "data controller", "data processor" and "personal data" will bear the meanings given to them in the Data Protection Act 1998.
- 13.2 To the extent that Content contains personal data about any living individual ("**Data**") and where we process such Data in the course of providing the System, We will do so only as a data processor acting on behalf of the School (as data controller) and in accordance with the requirements of the Conditions.
- 13.3 School hereby acknowledges that it is required to provide information to individuals explaining to them about how their Data will be processed in the System.
- 13.4 We will process the Data in accordance with the School's lawful instructions and will not (i) assume any responsibility for determining the purposes for which and the manner in which the Data is processed or (ii) process the Data for our own purposes.
- 13.5 The School agrees that we may process the Data to create and compile aggregated data and/or statistics about the Content to provide to customers, potential customers and the general public, provided that such aggregated data and statistics will not enable any living individual to be identified.
- 13.6 We will have in place and maintain throughout the term of the Contract appropriate technical and organisational measures to protect the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing (a "**Data Breach**").
- 13.7 The School authorises Us to subcontract processing of Data under the Contract to a third party provided that: (i) we provide the School with reasonable prior notice of any such subcontracting; (ii) we flow down Our obligations under this Condition 13 to protect the Data in full to any subcontractor we appoint, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Condition 13; and (iii) we will remain fully liable to the School for the acts, errors and omissions of any subcontractor we appoint to process the Data.
- 13.8 We will at all times provide an adequate level of protection for Data that we process on behalf of the School in accordance with the requirements of the Data Protection Act 1998. We will not transfer any Data outside of the European Economic Area unless and until we have taken all such measures and done all such things as the School considers necessary to ensure an adequate level of protection for the Data that is transferred (which may include, without limitation, entering a data transfer agreement with the School on the basis of model contract clauses adopted by the European Commission).
- 13.9 We will provide all assistance reasonably required by the School (at the School's expense) to enable the School to respond to, comply with or otherwise resolve any request, question or complaint received by the School from (i) any living individual whose Data is processed by Us on behalf of the School or (ii) any applicable data protection authority.
- 13.10 In the event of our becoming aware of a Data Breach, we will promptly notify the School and do all such acts and things as the School considers reasonably necessary in order to remedy or mitigate the effects of the Data Breach and we will update the School of developments relating to the Data Breach. In the event that any Data is lost, damaged or destroyed as a consequence of a Data Breach, We shall use reasonable endeavours to restore such Data to the last available backup.
- 14 Liability**
- 14.1 We have in place Employer's Liability and Public Liability Insurance to a reasonable level. However, the School understands and agrees that:
- (a) No warranty is given that the System (in whole or in part) is free from defects or that it is bug or error-free;
 - (b) the original System has not been developed to meet the School's individual requirement (although where agreed in advance, we may make certain modifications to the System in order to customise it for the School); and
 - (c) the System is licensed to the School on an 'as is' basis, which means that the System is licensed in the form it is currently in.
- 14.2 Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract. Nothing in the Contract limits or excludes the liability of either party for death or personal injury resulting from negligence; or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 14.3 Subject to condition 14.2 above:
- (a) Neither party shall be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) each party's total liability arising under or in connection with the Contract, in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to the Fee paid or payable by the School to Us for the contract year in which the breach occurs.
- 14.4 The School shall indemnify us and keep us indemnified in respect of any loss, cost, damages, expenses and claims suffered by us in connection with any Content (including without limitation User Content); and/or breach of any applicable data protection law, rule or regulation arising in connection with an act or omission of the School, including without limitation the allocation of Access Rights and/or User access to a third party's personal data.

15 Termination

- 15.1 Without prejudice to any rights or remedies already accrued to a party, either party may terminate the Contract at any time with immediate effect by giving written notice to the other if the other: (a) commits a breach of the Contract which is not capable of remedy or if it is capable of remedy, if it does not remedy such breach within 21 days of receiving notice from the other requiring it to do so; or (b) suffers a genuine insolvency event.
- 15.2 Upon expiration or termination of the Contract for any reason and at any time: (a) all rights and licences granted to the School under the Contract shall immediately cease and the School shall cease all activities authorised by the Contract; (b) we shall be entitled to disable the School's access of the System, in whole or in part; and (c) for a reasonable period following termination we shall, upon written request from the School, make available to the School such School data as held on the System at the termination date in a format to be agreed between the parties. We shall be entitled to charge a small administration fee for this service at our discretion where agreed in advance between the parties.
- 15.3 The School understands and agrees that: (a) In the event of planned maintenance and/or the School breaching the terms of the Contract (which shall include any breach by a User) or at any other time upon reasonable notice, we shall be entitled to disable the School's access and use of the System, in whole or in part. For the avoidance of doubt, in the event that the School's right of access to the System is disabled at any time, howsoever caused, any and all Users' access and use of the System shall also be disabled; (b) in the event that a User breaches the Terms of Use or at any time upon us giving reasonable prior notice to the School, we shall be entitled to disable any User's access and use of the System, in whole or in part; and (c) prior to expiry of the Evaluation Period the School will need to enter into a new licence agreement with us in respect of the System. In the event that the School does not enter into a new agreement with us in respect of the System, the School agrees that the School's and each individual User's access to and use of the System will automatically and without prior notice cease upon expiry of the Evaluation Period.
- 15.4 The School understands that in the event our relationship with any of our third party suppliers who provide software, hosting or other software, technology or related services to us ("**Third Party Supplier**") terminates or expires for any reason, or if the Third Party Supplier requires us to change the way we provide the System or other technology, we shall (where such expiry, termination or change impacts on our ability to licence the System to the School) be entitled to suspend your access on a temporary basis and/or terminate the Contract with immediate effect upon giving the school written notice.

16 General

- 16.1 The School understands that if we fail to or delay in exercising any of our rights under the Contract then that failure/delay shall not operate as a waiver of such right. Further, any single or partial exercise of a right or remedy available to us under the Contract shall not preclude any further exercise of that right or the exercise of any other right or remedy.
- 16.2 If any of the terms of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 16.3 The School may not assign, charge, transfer or otherwise dispose of the Contract, or any of the School's rights or obligations under it, without the prior written consent of Us.
- 16.4 These Conditions (together with the Terms of Use and the Evaluation Summary) represents the entire agreement between the parties and supersedes any prior agreement, understanding or arrangement between us and the School. Each party understands that in entering into the Contract it has not relied on any representation, undertaking or promise given by the other, whether express or implied, except as expressly set out in the Contract. Nothing in the Contract limits or excludes either party's liability for fraud or fraudulent misrepresentation.
- 16.5 The Contract shall be governed by and construed in accordance with English Law and each party submits to the exclusive jurisdiction of the English courts.
- 16.6 No party who is not a party to the Contract shall be entitled to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.

Arbor System Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE ARBOR SYSTEM. BY USING THE ARBOR SYSTEM, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHALL NOT BE PERMITTED TO USE THE ARBOR SYSTEM.

17 General

17.1 We are **Arbor Education Partners Limited** (Company No. 7790198). Our registered address is c/o Lee & Priestley LLP, 10 – 12 East Parade, Leeds LS1 2AJ and our trading address is [TRADING ADDRESS] ("**We**", "**Us**", "**Our**").

17.2 We control the Arbor Management Information System in the British Isles (the "**Arbor System**"). By using the Arbor System you acknowledge that you have read and you agree to be bound by and comply with these Terms of Use.

18 Agreement

18.1 We have entered into an agreement with the school that has granted you a user name for the Arbor System (the "**School**"). Under our agreement with the School we have granted the School certain rights in relation to the Arbor System, which includes the right for the School to grant access rights to certain individuals, subject to those individuals agreeing to these Terms of Use.

18.2 In consideration of you agreeing to abide by these Terms of Use, we agree to make the Arbor System available to you.

19 Content

19.1 You agree to abide by the terms of any notices displayed on any content available on the Arbor System ("**Content**") including (but not limited to) confidentiality notices and any other notices regarding disclosure and/or use of certain Content.

19.2 At the School's discretion you may be granted access rights to the Arbor System ("**Access Rights**"). Subject to the Access Rights granted to you by the School, you may be entitled to create Content, whether audio or visual, which can be made available on the Arbor System ("**User Content**") and/or edit Content. Where you have been granted Access Rights which entitle you to create and/or edit Content of any kind you agree that you shall:

19.3 not make available or permit any third party to make available any User Content which is in any way offensive, harmful, unpleasant, inappropriate, threatening, fraudulent, defamatory, abusive, discriminatory, false, libellous, misleading, harassing, intimidating, infringing, obscene, unlawful or otherwise objectionable (each being an "Objectionable Nature");

19.4 not make available or permit any third party to make available any User Content which:

19.5 infringes any third party's rights including, without limitation, the copyright, rights in software, trade marks, design rights, patents or any other intellectual property of any kind of any third party;

19.6 which contains any personal or private information about any third party, including but not limited to addresses, phone numbers, email addresses, financial information or passwords; and/or

19.7 which you do not have the necessary permission, licence or authority to make available in such a manner; and

19.8 not use the Arbor System in any manner which could be deemed to be of an Objectionable Nature.

19.9 You shall be responsible for monitoring all User Content made available on the Arbor System by you and shall ensure that any and all such User Content complies with these Terms of Use.

19.10 You acknowledge and agree that although we provide Terms of Use for you, the School and all other individuals accessing and/or using the Arbor System regarding conduct, use and Content that can be made available via the Arbor System, we do not control and are not responsible for any Content which you view or which is otherwise accessible via the Arbor System. We shall not be responsible for any Content of an Objectionable Nature which you or any third party may encounter on or in connection with the Arbor System.

19.11 In the event you become aware of any Content which is or could be considered to be of an Objectionable Nature, you must promptly notify the School of such.

19.12 We shall be entitled at any time to remove or change (temporarily or permanently) the Arbor System or any part thereof, including without limitation any Content or other material accessible via the Arbor System.

19.13 The Arbor System operates certain filters and therefore you may be prohibited from making certain User Content available via the Arbor System where it appears to be in breach of these Terms of Use.

19.14 You hereby grant each of us and the School a worldwide, non-exclusive, sub-licensable, royalty-free, perpetual licence to use, adapt, publish, translate, copy, distribute and display any and all User Content generated by you, or any part thereof. However, we agree that we shall only ever use such User Content in an anonymous format and/or as part of aggregate information or statistical data. We shall not use any User Content in such a manner which identifies you as an individual.

20 Access information

20.1 You agree to keep any and all of your registration and account details secure and confidential, including but not limited to your user name and password. You must not share or disclose this information with any other individual.

20.2 If you know or suspect that any of your access information has become known to anyone but you, you must notify an administrator of the Arbor System at the School.

21 Use of the Arbor System

21.1 Where we or the School request, you shall use reasonable efforts to provide feedback to us and the School in respect of your use of the Arbor System. Such feedback should wherever reasonably possible, be honest, accurate and complete.

21.2 You must not use the Arbor System in any unlawful manner or in any manner that could disable, damage or be otherwise harmful to the Arbor System.

21.3 You shall not:

21.4 use, translate, adapt or vary the Arbor System except as expressly set out in these Terms of Use;

21.5 copy the Arbor System in whole or in part except to the extent permitted by section 296A of the Copyright Designs and Patent Act 1988;

21.6 modify, enhance, merge, interface or combine the whole or any part of the Arbor System with any other software or system, source code or documentation otherwise than with our prior written consent;

21.7 assign, transfer, distribute, sell, lease, rent, sub-lease, charge or otherwise deal in or encumber the Arbor System nor use on behalf of or make available the same to any third party;

21.8 adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Arbor System save as permitted to do so under Section 50B Copyright, Designs and Patents Act 1988; or

21.9 use or attempt to use, or permit other individuals to use or attempt to use, the Arbor System for unauthorised purposes; and

21.10 remove, obscure, interfere with, alter or make any addition and/or deduction to the Arbor System, including without limitation any proprietary notice, label, statement or mark contained in the Arbor System.

22 Intellectual Property

22.1 All copyright, rights in software, database rights, patents, know-how, designs, trade marks and any other intellectual property rights (in each case whether registered or not) existing anywhere in the world at any time ("**Intellectual Property**") relating to the Arbor System (including without limitation all and any revisions, corrections, modifications, derivative works thereof, enhancements, updates and/or upgrades thereto), us and/or our business, belongs to us or our licensors, as applicable.

22.2 We make no representation or warranty as to the validity or enforceability of any Intellectual Property relating to us and/or the Arbor System.

22.3 You are not permitted to use the Arbor System in any way that may infringe any rights contained in the Arbor System and/or any third party's Intellectual Property rights.

23 Limitation of our liability

- 23.1 You understand that the Arbor System is currently in beta format and therefore may contain errors. Whilst we will make reasonable efforts to remedy any errors in a timely manner, we give no guarantees as to the functionality of the Arbor System, including (but not limited to) that the Arbor System will be available on an uninterrupted or error free basis; that we will successfully manage to correct any defects; or that the Arbor System or the server that makes it available are free of viruses or anything else which may be harmful or destructive and no liability can be accepted in respect of losses or damages arising out of such.
- 23.2 Access to and use of the Arbor System is at your own risk. We do not warrant that the use of the Arbor System will not cause damage to any property, including but not limited to loss of data, loss of use or computer virus infection. We accept no liability for viruses. We make no warranties whatsoever in relation to the Arbor System including, but not limited to, its quality or performance. We recommend that you take all appropriate safeguards before accessing and/or using the Arbor System.
- 23.3 You understand that we are not responsible for any Content available via the Arbor System and Content may contain any inaccuracies and/or misleading statements.
- 23.4 Except as expressly set out in these Terms of Use, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from the contract between you and us. Nothing limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud by us.
- 23.5 Subject to clause 23.4 above:
- 23.6 we shall not be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- 23.7 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising under or in connection with these Terms of use and/or our contract with you, shall be limited to a £0.01.

24 Links to websites

- 24.1 Where links to third party websites form part of the Content, we shall not be responsible and shall not accept any liability for the accuracy, reliability and/or content of the linked website or any link contained in a linked website. To the fullest extent permitted by law, we shall not be liable for any loss or damage arising from your use of any such linked website.

25 Termination

- 25.1 In the event that our contract with the School at any time expires or is terminated, your rights to use and access the Arbor System (including but not limited to any and all Content accessible via the Arbor System) shall terminate with immediate effect.
- 25.2 You understand that in the event that you breach these Terms of Use we shall be entitled to disable your access and use of the Arbor System, in whole or in part with immediate effect. We shall also be able to suspend your access to the System at any time upon giving you reasonable prior written notice.
- 25.3 In the event you breach these Terms of Use we shall be entitled to notify the School and provide details to it of the breach.

26 General

- 26.1 These Terms of Use represent the entire understanding relating to the contract between us and supersede all other statements, representations or warranties (whether written, made by email or oral) made by either party. Nothing limits either party's liability for fraud.
- 26.2 If any provision of these Terms of Use are found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms of Use which shall remain unaffected.
- 26.3 If we fail, at any time during the term of the contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms of Use, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 26.4 A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 26.5 These Terms of Use will be governed by the laws of England and Wales and each of you and use submit to the exclusive jurisdiction of the courts of England and Wales.

27 Contact

James Weatherill
Director
Arbor Education Partners
Westbourne Studios 307
242 Acklam Road
London
W10 5JJ

If you have any queries regarding the Arbor System or any other services / products provided by us please contact us at our address as detailed at the head of these Terms of Use