

## Terms and Conditions

These terms and conditions are the contract between you and Sentio Media Limited (“us”, “we”, etc). By visiting or using our Website [www.myschoolapp.co.uk](http://www.myschoolapp.co.uk) , or signing up for our services, you agree to be bound by them.

We are Sentio Media Limited, a Company registered in England and Wales under registration number 8771105. Our registered office is 2/3 Bassett Court, Broad Street, Newport Pagnell MK16 0JN and our office address is 41 Shenley Pavilions, Chalkdell Drive, Shenley Wood MK5 6LB. Our VAT number is 178 7461 60.

You are: Anyone who uses our website or buys from us.

### These are the agreed terms

#### 1 Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
“Contribution”	means Content Posted by you.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.
“Our Website”	means all of the hardware and software installation that enables our website to function.
"Post"	means place on or into Our Website or Web Portal any Content or material of any sort by any means.
“Product”	means any software or other product sold or offered for sale by us on Our Website.

#### 2 Interpretation

In this agreement unless the context otherwise requires:

- 2.1 A reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

- 2.2 A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3 In the context of permission, "may not" in connection with an action of yours, means "must not".
- 2.4 The headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5 Any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.6 A reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.7 In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.
- 2.8 All money sums mentioned in this agreement are calculated net of VAT, which will be charged when payment is due.
- 2.9 These terms and conditions apply to all supplies of Products by us. They prevail over any terms proposed by you.
- 2.10 This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3 Basis of Contract**

- 3.1 When you buy a Product, you are in fact buying a licence to use that Product for twelve months, subject to the terms of this agreement.
- 3.2 Any continuation of your licence by us or by you after the expiry of one year is a new contract in the terms then shown on our website. Your continued use of our Product after that shall be deemed acceptance by you of the changed Product, system and/or terms.
- 3.3 In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of a Product given on Our Website.
- 3.4 You acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product you have selected is suitable and satisfactory for your requirements;
- 3.5 The Contract between us comes into existence when we receive payment from you for a Product.

- 3.6 We may change this agreement and / or the way we provide a Product, at any time. If we do:
- 3.6.1 The change will take effect when we Post it on Our Website.
  - 3.6.2 We will give you notice of the change. If you do not accept the change, we will refund the money you have paid for the Product to date.
  - 3.6.3 If you make any payment for Products or services in the future, you will do so under the terms Posted on Our Website at that time.

#### **4 The Licence**

- 4.1 Subject to the terms of this agreement, we grant to you a limited licence to use a Product for your personal or business use. The license is non-exclusive, non-transferable and royalty free.
- 4.2 The licence is for the specific period for which you have bought it. The licence expires at the end of that period if not renewed. Expiry cannot remove or reduce any claim that either of us may have against the other by the day before expiry.
- 4.3 You may not copy a Product except for the purpose of system maintenance, nor may you transfer it nor allow any other person to use it.

#### **5 The Price**

- 5.1 The price payable for a Product is clearly set out on Our Website or on our quotation to you.
- 5.2 Prices are exclusive of any applicable value added tax or other sales tax.
- 5.3 All monies paid by you to us are non-refundable and cancellation and/or termination of this Agreement by you or us at any time for any reason will not entitle you to a refund of monies paid.

#### **6 Renewal payments**

- 6.1 At least four weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that your licence to use a Product is shortly to expire and to invite you to renew. An invoice for the new period will be included.
- 6.2 At expiry of your mySchoolApp subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal of your mySchoolApp membership for a further period by sending you an email message.
- 6.3 If you have made payment in some way other than by credit card, your subscription will be renewed only if you make the appropriate payment before the expiry of your previous subscription.

- 6.4 We may change the nature or provision of a Product at any time. We may tell you about any such change by email or by posting details on Our Website.
- 6.5 If we change the nature or provision of a Product, you may terminate this contract and we will refund to you any unexpired portion of your subscription.
- 6.6 If a change we make in the provision of a Product, involves action on your part, and you do not take that action, we are entitled to terminate provision to you without notice.

## **7 Dissatisfaction with a Product**

- 7.1 If for any reason you are not completely happy with your purchase, just contact us within 30 days, and we will refund your entire purchase price.
- 7.2 If you do not follow the procedure for complaints as set out on Our Website, we may be unable to identify you and the Product you have bought.

## **8 Information about you and your visits to our site**

- 8.1 we process information about you in accordance with our Privacy Policy [[www.myschoolapp.co.uk/privacy](http://www.myschoolapp.co.uk/privacy)]. By using our site, you consent to such processing and you warrant that all data provided by you is correct.

## **9 Content you Contribute or Post to Our Website or Web Portal**

- 9.1 We may, at our discretion, read, assess, review or moderate any Contribution or Content Posted on Our Website. If we do, we need not notify you or give you a reason.
- 9.2 You agree that you will not use or allow anyone else to use Our Website to Post a Contribution which is or may:
  - 9.2.1 be malicious or defamatory;
  - 9.2.2 consist in commercial audio, video or music files;
  - 9.2.3 be software which assists in or promotes: emulators, phreaking, hacking, password cracking, IP spoofing;
  - 9.2.4 be illegal, obscene, offensive, threatening or violent;
  - 9.2.5 be sexually explicit or pornographic;
  - 9.2.6 promote discrimination or animosity to any person on grounds of gender, race, religion, nationality, disability, sexual orientation or age;
  - 9.2.7 be likely to harass, intimidate, bully, upset, embarrass, alarm, annoy any other person;
  - 9.2.8 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
  - 9.2.9 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
  - 9.2.10 solicit passwords or personal information from anyone;
  - 9.2.11 be used to sell any goods or services or for any other commercial use;
  - 9.2.12 be used to send any communication by automated email or otherwise;

- 9.2.13 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 9.2.14 be incomplete or inaccurate or submitted otherwise than as requested by Our Website;
- 9.2.15 request personal information from other users nor Post any unnecessary personal information about you or any user without his permission.
- 9.2.16 link to any of the material specified above, in this paragraph.

## **10 Other restrictions**

You agree that you will not use or allow anyone else to use Our Website:

- 10.1 to sell or promote any product or service without our express written consent;
- 10.2 in a way which violates the law of any country in which we operate, or which fails to comply with accepted Internet protocol;
- 10.3 for spamming. Spamming includes, but is not limited to:
  - 10.3.1 the bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;
  - 10.3.2 the use of distribution lists that include people who have not given specific permission to be included in such distribution process;
  - 10.3.3 excessive and repeated Posting off-topic messages to newsgroups;
  - 10.3.4 sending age-inappropriate communications or Content to anyone under the age of 18.

## **11 About Contributions Posted by you**

You now confirm that:

- 11.1 you own all of the Contributions you Post;
- 11.2 you understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may occur as a result of any Contributions having been Posted by you;
- 11.3 you will immediately notify us of any security breach or unauthorised use of your account.
- 11.4 you accept all risk and responsibility for determining whether any Contribution is in the public domain and not confidential.
- 11.5 you irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate and otherwise use in any medium and for any purpose any Contribution that you place on our website, throughout the World and in any medium. You represent and warrant that you are authorised to grant all such rights.

- 11.6 you agree to waive your right to be identified as the author and your right to object to derogatory treatment of your Contribution as provided in the Copyright, Designs and Patents Act 1988 s80.
- 11.7 you now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 11.8 you now irrevocably release us from any right or claim of yours arising out of or in connection with any item of feedback, rating or other Contribution Posted by you.

## **12 Removal of offensive Content**

- 12.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 12.2 We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 12.3 If you are offended by any Content, the following procedure applies:
  - 12.3.1 your claim or complaint must be submitted to us in the form available on our website, or contain the same information as that requested in our form. It must be sent to us by post or email.
  - 12.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 12.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
  - 12.3.4 we may re-instate the Content about which you have complained or not.
- 12.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 12.5 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **13 Security of Our Website**

We may, at our discretion or as part of a paid Service, give you permission to access Our Website for the purpose of Posting or uploading a Contribution or Content of some sort. We may read, assess, review or moderate any Contribution or Content Posted on Our Website. If we do, we need not notify you or give you a reason.

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you that we can. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Your action may also be unlawful in other countries, where you may accordingly be subject to extradition and criminal proceedings.

You now agree that you will not, and will not allow any other person to:

- 13.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 13.2 link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 13.3 download any part of Our Website, without our express written consent;
- 13.4 collect or use any product listings, descriptions, or prices;
- 13.5 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 13.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 13.7 for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours or of our affiliates in any way and in particular to entice search robots to some other website;
- 13.8 use Our Website to hack into the computer of any other person or make contact with any other computer;
- 13.9 make available or upload files that contain software or other material, data or information not owned or licensed to you, including pirated computer programs, pirated music or other media or links to any such files;
- 13.10 make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "Trojan horses", "worms" or any other harmful software;
- 13.11 upload or republish any part of our Content on any Internet, intranet or extranet site.
- 13.12 hide or remove the banner advertisements on any page of Our Website;
- 13.13 share with a third party any login credentials to Our Website;
- 13.14 use on Our Website software which assists in:
  - 13.14.1 data mining, extraction or collection;
  - 13.14.2 emulating, hacking, password cracking, IP spoofing or over-loading Our Website;
  - 13.14.3 "framing", inserting pop-up windows, interstitial pages or advertisements, or similar techniques.
  - 13.14.4 performing any automated operation;
- 13.15 Despite the above terms, we now grant a licence to you to:

13.15.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

13.15.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

## **14 Interruption to our service**

14.1 If it is necessary for us to interrupt our service, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.

14.2 You acknowledge that our service may also be interrupted for many reasons beyond our control.

14.3 You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our service.

## **15 Intellectual Property**

15.1 We will defend our Intellectual Property rights in all countries.

15.2 Except as set out below, you may not copy, modify, publish, transmit, or sell, create derivative works from, distribute, perform, display, or in any way exploit any of our Intellectual Property or that owned by any third party and accessible to you via Our Website.

15.3 You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.

### **You agree that at all times you will:**

15.4 not to cause or permit anything which may damage or endanger our title to any of our Intellectual Property.

15.5 notify us of any suspected infringement of the Intellectual Property;

15.6 indemnify us for any loss or expense arising from your misuse of the Intellectual Property;

15.7 on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by the Company in writing;

15.8 not use any name or mark similar to or capable of being confused with any name or mark of ours;



- 15.9 so far as concerns a software Product provided or made accessible by us to you, you will not:
- 15.9.1 copy, or make any change to any part of its code;
  - 15.9.2 use it in any way not anticipated by this agreement;
  - 15.9.3 give access to it to any other person than you, the licensee in this agreement;
  - 15.9.4 in any way provide any information about it to any other person or generally.

## **16 Disclaimers and limitation of liability**

- 16.1 The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 16.2 All implied conditions, warranties and terms are excluded from this agreement.
- 16.3 We or our suppliers may make improvements or changes to Our Website, the Content, or to any Product, at any time and without advance notice.
- 16.4 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 16.5 The mySchoolApp website and Sentio Media Limited products are provided "as is". We make no representation or warranty that the product will be:
- 16.5.1 useful to you;
  - 16.5.2 of satisfactory quality;
  - 16.5.3 fit for a particular purpose;
  - 16.5.4 available or accessible, without interruption, or without error;
- 16.6 Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 16.7 We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 16.8 We accept no responsibility for:
- 16.8.1 malfunction in any hardware of yours;
  - 16.8.2 malfunction in any Product provided by us unless you can prove that it was defective when you received it from us;
  - 16.8.3 the provision or failure to provide any firewall;
- 16.9 We shall not be liable to you for any loss or expense which is:
- 16.9.1 indirect or consequential loss; or
  - 16.9.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

- 16.10 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Product concerned.
- 16.11 Except in the case of death or personal injury, our total liability under this Agreement, however it arises, shall not exceed the sum of the annual licence fee.
- 16.12 This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999) as well as to ourselves.
- 16.13 Nothing in this agreement excludes liability for a Party's fraud.

## **17 You indemnify us**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 17.1 your failure to comply with the law of any country;
- 17.2 your breach of this agreement;
- 17.3 any act, neglect or default by any agent, employee, licensee or customer of yours;
- 17.4 a contractual claim arising from your use of a Product
- 17.5 any Content you Post to Our Website;
- 17.6 a breach of the intellectual property rights of any person;
- 17.7 your failure to conform to any relevant Internet protocol;
- 17.8 the posting by any third party with or without your knowledge of any material on your Website;
- 17.9 any action taken or omitted by any third party in relation to your Website;
- 17.10 any use of your Website for a purpose forbidden by this agreement;

and for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100.00 per hour without further proof.

## **18 Miscellaneous matters**

- 18.1 You undertake to provide to us your current land address, e-mail address, telephone and fax numbers as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.

- 18.2 The schedules, if any, to this agreement are part of the agreement and have the same force and effect.
- 18.3 No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or his authorised representative.
- 18.4 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 18.5 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 18.6 If you are in breach of any term of this agreement, we may:
- 18.6.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
  - 18.6.2 terminate your account and refuse access to Our Website;
  - 18.6.3 issue a claim in any court.
- 18.7 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 18.8 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 18.9 You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.
- 18.10 Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by fax or by e-mail.

It shall be deemed to have been delivered:

- if delivered by hand: on the day of delivery;
- if sent by post to the correct address: within 72 hours of posting;
- If sent by fax to the correct number: within 24 hours;
- If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 18.11 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 18.12 This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 18.13 Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.
- 18.14 In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 18.15 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales.
- 18.16 If you have any concerns about these Terms and Conditions please contact us at [info@myschoolapp.co.uk](mailto:info@myschoolapp.co.uk)













