



Taecanet Springboard - Terms of Service

1. Agreement and Parties

The Agreement takes effect from the Start Date and is made between you, the subscriber detailed on the Order Form, and us, T-Learning Limited a company registered in England under company number 6713207, and whose registered office is at 32 Hope Street, Liverpool, L1 9BX

By signing and returning to us the Order Form, sending to us any Student Data or using the Service you are deemed to have accepted these Terms, the Terms of Site Use and Privacy Policies. Please read each of these before signing the Order Form or using the Service. No variation to these Terms or the Order Form shall be binding unless in writing and signed by us. If there is any conflict between the Terms of Site Use and these Terms, then the latter shall prevail.

You confirm that all the information supplied by you on the Order Form is accurate. We are not obliged to accept any order.

2. Definitions

In these Terms, the following words and expressions have the following meanings:

“Agreement” the agreement between you and us upon the terms set out in these Terms, the Terms of Site Use, Privacy Policies and Copyright Statement;

“School” educational institution(s) as detailed in the Order Form;

“Conditions” the standard terms and conditions of supply of the Service, as set out in this document;

“Content” materials (including but not limited to text, graphics and software) at the Site;

“Contract Period” the period for which you have committed to receive the Service, as detailed in the Order Form, which period commences on the Start Date or such other date as may be agreed between us in writing;

“Fees” the fees payable in respect of the Service, as detailed in the Order Form;

“Taecanet User” a Teacher or Student with access to the Service;

“Order Form” the order form detailing your Service subscription and information about you;

“Privacy Policies” our web site Privacy Policy and Student Data Policy Statement which can be found on the Site;

“Service” the provision of on-line learning materials for use by Taecanet Users and to enable Schools and teachers to track the usage and progress of Taecanet Users;

“Site” the Site operated by us at www.taecanet.com/springboard via which you, Schools and the Taecanet Users can access the Service;

“Start Date” the date we accept the Order Form by issuing to you an invoice in respect of the initial Fees payable in respect of your chosen payment option;

“Student Data” all information relating to Taecanet Users which we hold for the purpose of providing the Service, as more particularly described in the Privacy Policies;

“Student” a pupil at a School;

“Teacher” a Teacher at a School;

“Terms of Site Use” the terms governing use of the Site by you, Schools and the Taecanet Users, which are displayed on the Site at www.taecanet.com/docs ;

“Installation Guide” the Installation Guide to be supplied to you by us, giving detailed instructions as to how to access and use the Service;

“we”, “our” and “us” refers to T-Learning Limited;

“you” and “your” refers to the subscriber detailed on the Order Form;

“URL”, the web address of the Site.

In these Terms:

- clause headings are inserted for ease of reference only and do not affect construction;
- words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof.

3. Provision of the Service

The Service is accessible using a standard Internet browser. Details of how to set up the Service are contained in the Installation Guide. You shall ensure that the Uniform Resource Locator of the Site (<http://www.taecanet.com>) is included on any list you may maintain of permitted web sites, and that this URL is not included on your list of banned web sites. You shall ensure that the technical check as detailed in the Installation Guide is carried out by a suitably experienced and qualified individual. If you experience difficulty in setting up or accessing the Service, please contact us immediately.

You must comply with all procedures and policies which we may issue from time to time in relation to the use or operation of the Service, including those set out in the Installation Guide.

You are responsible for compliance by your Schools and Students with these Terms, the Terms of Site Use and Privacy Policies.

You must not re-sell or offer in any manner to a third party the Service or use of or access to any Content.

4. Changes to the Service

We may:

- for operational reasons, modify the technical specification of the Service, provided that any change to the technical specification does not materially adversely affect the performance of the Service; or
- discontinue, temporarily or permanently, any part of the Service after giving reasonable notice to you of our intention to do so.

You agree that we shall not be liable to you or any third party for any such modification or discontinuance save as provided by 14 below.

5. Setting up Taecanet User Accounts

In order for Students to be able to access and use the Service, we require the Student Data as set out in the Installation Guide. Information on how to export data about Students automatically and in bulk is set out in the Installation Guide and at www.taecanet.com/docs

You are responsible for the accuracy of the Student Data and updating Taecanet User accounts. You shall ensure that the Student Data is up to date and accurate and are responsible for promptly updating any inaccurate or out of date information.

We will use reasonable endeavours to set up Taecanet User accounts within three working days after Student data is received.

6. Usernames and Passwords

Each Taecanet User will be allocated a unique username and password which they will need in order to access the Service.

You will be required to confirm a named person as an administration account. Details of how to set up these accounts are contained in the Installation Guide. You will need to allocate a different username and password for each of these accounts. You are responsible for ensuring that any such usernames and passwords remain confidential and secure and are fully responsible for all activities which occur under such usernames and passwords. Taecanet Users will be provided with a unique username which will allow them to access their Taecanet User Account. You are responsible for ensuring that all Taecanet Users are aware of the URL and their User ID and know how to use these to access the Site.

7. Training

Subject to any training which we provide, you are responsible for training Teachers and Taecanet Users in the benefits of and how to use the Service and for ensuring that Teachers, and Taecanet Users get the most out of the Service. Materials which you may use in providing this training are included in the Installation Guide and also available for download from the "Documents" area on the Site.

8. Payment

On receipt of the signed Order Form we will issue to you an invoice for the initial Fees payable in respect of your chosen payment option. Invoices are payable within 21 days of the date thereof.

Fees are exclusive of Value Added Tax which you shall pay at the prevailing rate in addition and at the same time as payment of the Fees.

If you have chosen a Contract Period of more than one year on an annual payment basis,

Fees for subsequent years are payable annually in advance. We will invoice you one month prior to the expiry of each year of the Contract Period for the Fees due in respect of the following year.

If you do not pay any invoice by its due date we may terminate access to the Service by you or any Taecanet User. If you subsequently wish to reinstate the Service, you will need to enter into a new agreement.

9. Data Protection

In so far as applicable to the Service, you and we shall comply with the Data Protection Act 1998 and any other applicable data protection legislation that may be in force or come into force during the continuance of the Agreement. In this clause, the terms "personal data", "process" and "data subject" have the meanings given to them in the Data Protection Act 1998.

Our Privacy Policies explains how Student Data and other personal data will be treated. You warrant that you have all necessary authority and consent to provide the Student Data to us for use in connection with the Service.

Where, in connection with the Service, we process personal data on your behalf or on behalf of a School, we shall: unless otherwise agreed in writing, only process the personal data to the extent and in such manner as is necessary for the provision of the Service or as is

required by law or any regulatory body; implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage to personal data and to the nature of personal data to be protected; and promptly notify you if we receive a request from a data subject to have access to personal data or any other complaint or request relating to your obligations under the Data Protection Act 1998.

10. Intellectual Property

All intellectual property (including, without limitation, all copyright, database rights, rights in designs and inventions, trade marks (whether registered or unregistered)) in the Site, the Content, the Service, the Installation Guide and any other materials provided by us to you in connection with the provision of the Service is owned by or licensed to us or provided through the use of our patented technology.

You, Schools and Taecanet Users may only use the Content as required for the purpose of the proper use of the Service on the following bases:

- use of the site and the Service is for teaching and study purposes
- material from the Site may not be incorporated into any other work or publication, whether in hard copy or electronic or any other form;
- material from the Site may not be distributed or copied for any commercial purpose
- no part of the Site may be reproduced on or transmitted to or stored in any other web site or included in any public or private electronic retrieval system or service without our prior written permission;
- you will preserve any copyright notice or other proprietary marking of us or our licensor on any copy of the Content, the Installation Guide or other materials provided by us to you.

Any rights not expressly granted in the Agreement are reserved.

11. Warranty

We warrant that:

- we have all necessary rights to grant to you the licence to use the Service
- the Service will be provided by us with reasonable skill and care
- we shall use reasonable endeavours to make the Service available 24 hours a day 7 days a week, subject to routine maintenance and Site updates and to 17 below.

We shall use reasonable endeavours to provide continuing availability of the Service but we shall not, in any event, be liable for interruptions or down time of the Service. We do not guarantee fault free performance of the Service and you are entitled to the quality of performance generally provided by us from time to time to all users of the Service.

In the event of any defect in the Service that is notified to us in writing, our sole responsibility shall be to use reasonable endeavours to remedy the defect.

We accept no responsibility for the content of any web site to which there is a hypertext link from the Site. Such links are provided for your convenience on an "as is" basis with no warranty, express or implied, for the information provided within them.

12. Extent of our liability to you

Whilst we endeavour to ensure that the Service is a valuable educational aid bringing real benefits to Taecanet Users, no warranty, express or implied, is given as to the effectiveness of the Service as an educational or revision aid, and we do not accept any liability for any errors, omissions or unsatisfactory examination results.

Save as expressly provided in the Agreement, we shall not be liable for any loss or damage (including, without limitation, loss of profit, opportunity, savings or any type of indirect, economic or consequential loss) arising in contract, tort or otherwise from the use of or inability to use the Service, or any Content, or from any action or decision taken as a result of using the Service or any Content. We do not exclude or restrict our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

You agree that our liability to you for any other loss or damage arising in relation to the Agreement shall be limited to an amount equal to the same proportion of the total Fees paid by you under the Agreement at the date of written notification by you to us of your claim ("the claim date") as the period from the Start Date to the claim date bears to the Contract Period. Nothing in the Agreement shall affect Taecanet User's legal rights as a consumer.

13. Term

The Agreement will commence on the Start Date and will continue for the Contract Period, unless ended under 14 or 15 below.

We will notify you at least 1 month prior to the expiry of the Contract Period. You will have the option to renew provision of the Service for a further period or terminate the Service at the end of the current Contract Period.

14. Early termination

Cancellation: If at any time during the Contract Period, you wish to stop receiving the Service, you may end the Agreement by not less than one month's notice to us in writing. If you end the Agreement in this way, no refund of Fees which you have paid will be payable by us for an annual licence.

Discontinuance: If for any reason we discontinue provision of the Service, we may end the Agreement by not less than one month's notice to you in writing. If we end the Agreement in this way, we shall credit you with an amount equal to the same proportion of the total Fees which you have paid under the Agreement at the date the Agreement ends as the relevant period (defined below) bears to the Contract Period.

For the purpose of this clause, the relevant period shall be:

- in the case of a 1 year contract or a 3 year contract with single payment – the period between the date the Agreement ends and the end of the Contract Period rounded down to the nearest number of full months, or
- in the case of a 3 year contract with annual payment - the period between the date the Agreement ends and the end of the current year in respect of which payment has been made rounded down to the nearest number of full months.

Subject to this, we shall have no further liability to you or any School or Learner as a result of such discontinuance.

15. Default termination

We may, by notice to you having immediate effect, terminate the Agreement if you commit a serious breach of any of your obligations under the Agreement or fail to pay any Fee for a period of 14 days from the date such Fee is due. If we end the Agreement in this way, you shall (without prejudice to any other remedy which we may have) pay to us forthwith an amount calculated as per 14 above as if you had given notice that you wish to stop receiving the Service.

On termination of the Agreement for any reason, we will disable your administration account, teacher account and all Taecanet User accounts.

16. Indemnity

You shall indemnify us in respect of all losses suffered by us as a result of any breach by you or any School or Taecanet User of these Terms or the Terms of Site Use.

17. Force Majeure

Notwithstanding anything contained in the Agreement we shall not be liable for failure or delay in performing any of our obligations under the Agreement because of any cause beyond our reasonable control (including but not limited to (a) decision of any court or other judicial body of competent jurisdiction, (b) unavailability of equipment, power or other commodity, (c) failure or non-availability of Internet or telecommunications facilities, computer hardware or software, (d) act of God, war, riot, terrorist attack, civil commotion, malicious damage, fires, flood or storm (e) strikes or other industrial disputes (whether involving our workforce or that of any other party) or (f) acts of government or other prevailing authorities or default of suppliers, sub-contractors or other third parties).

18. Assignment

You shall not assign any of your rights or obligations under the Agreement without our prior written consent. We may assign any or all of our rights and obligations under the Agreement to a person who acquires the whole or a substantial part of our business in which event it shall be sufficient for us to give notice to you of the assignment.

19. Miscellaneous

Any notice under the Agreement shall be made via regular mail or fax or email to the address for the party being given the notice last known to the party giving the notice. Notice served by post shall be deemed served on the second business day after the date of posting. Notice served by fax or email shall be deemed served on the next business day after the date of transmission and shall be confirmed by regular mail.

Any failure by us to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

You and we agree that we do not intend any third party (including specifically any Student) to have any right to enforce any of the provisions of these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

You agree that in entering into the Agreement, you do not do so on the basis of, and do not rely on, any representation, warranty or other provision except as expressly set out in these

20. Terms.

The Agreement operates to the exclusion of any other agreement or understanding of any kind between you and us preceding the date of the Agreement and in any way relating to the subject matter of the Agreement. The Agreement constitutes the whole agreement and understanding between you and us as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.

If any provision of the Agreement is found by a court of competent jurisdiction to be unenforceable or invalid in any way such unenforceability or invalidity shall in no way impair or affect any other condition, all of which shall remain in full force and effect.

The Agreement shall be governed by the laws of England and Wales. You and we agree to submit to the exclusive jurisdiction of the English Courts.