

## SOFTWARE TERMS OF USE

### 1 Introduction

1.1 These Software Terms of Use (as Updated from time to time) are incorporated into our Agreement pursuant to the SaaS Terms. They govern how the Customer and Authorised Users may access and use the Services

1.2 Defined terms in these Software Terms of Use have the meaning given in the SaaS Terms and the same rules of interpretation apply. In addition, in these Software Terms of Use the following definitions have the meanings given below:

**Licensed School** means the single site of a school at which the use of the Services is licensed in accordance with the Agreement;

**Parents' Materials** means any and all speech and language activities provided by the Supplier for use by parents or carers with their children;

**SaaS Terms** means the latest version of the document available at [*insert URL*], as Updated from time to time;

**Speech and Language Materials** means any or all images, videos, texts, PDFs and other document provided with or as part of the Services;

**Virus** means any virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).

1.3 The Customer and Authorised Users are only permitted to use and access the Services for the Permitted Purpose as defined in the Agreement and in accordance with its terms. Use of the Services (or any part) in any other way, including in contravention of any restriction on use set out in these Software Terms of Use, is not permitted. If any person does not agree with these Software Terms of Use, they may not use the Services.

1.4 These Software Terms of Use should be read in conjunction with the Supplier's Privacy Notice.

1.5 By agreeing to these Software Terms of Use the Authorised User is also accepting the SaaS Terms and entering into the Agreement on behalf of the Customer (if the SaaS Terms and the Agreement have not already been accepted). The Authorised User warrants (on their own behalf and on behalf of the Customer) that they have the authority to accept the SaaS terms and to enter into the Agreement on behalf of the Customer.

### 2 Authorised Users' obligations.

2.1 The Customer (on its own behalf and on behalf of Authorised Users) and each Authorised User agrees:

2.1.1 to keep confidential any login details and password;

- 2.1.2 to keep secure any materials (digital or otherwise) provided by the Supplier; and
- 2.1.3 to use the Services **only** within the precincts of the Licensed School (save where the Authorised User accesses the Services solely for planning or review purposes).

### **3 Restrictions on use**

3.1 As a condition of use of the Services, the Customer (on its own behalf and on behalf of Authorised Users) and each Authorised User agrees not to use the Services nor permit them to be used:

- 3.1.1 for any purpose that is unlawful under any applicable law or prohibited by these Software Terms of Use or the Agreement;
- 3.1.2 to commit any act of fraud;
- 3.1.3 to distribute any Virus;
- 3.1.4 for the purposes of promoting unsolicited advertising or sending spam;
- 3.1.5 to simulate communications from the Supplier or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- 3.1.6 in any manner that disrupts the operations, business, equipment, websites or systems of the Supplier or any other person or entity (including any denial of service and similar attacks);
- 3.1.7 in any manner that harms or may endanger minors or any other person;
- 3.1.8 in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- 3.1.9 to promote any unlawful activity;
- 3.1.10 to represent or suggest that the Supplier endorses any other business, product or service unless the Supplier has separately agreed to do so in writing;
- 3.1.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
- 3.1.12 in any manner which may impair any other person's use of the Services or use of any other services provided by the Supplier to any other person;
- 3.1.13 in any manner which is liable to result in the blacklisting of any of the Supplier's IP addresses;
- 3.1.14 to attempt to circumvent any security controls or mechanisms;
- 3.1.15 to attempt to circumvent any password or user authentication methods of any person;
- 3.1.16 in any manner inconsistent with our Agreement or with the relevant User Manual or other instructions provided by the Supplier from time to time;

- 3.1.17 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement (including, but not limited to copyright and trade marks); or
- 3.1.18 to conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity by means of or in relation to the Services.
- 3.1.19 for commercial exploitation;
- 3.1.20 in any manner that involves storing the Materials, Documentation or other content provided by or through the Services on another website or electronic retrieval system;

#### **4 Customer Data and communication standards**

- 4.1 Any Customer Data or communication made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in the Suppliers discretion, acting reasonably. In particular, the Customer warrants and undertakes that any Customer Data and each such communication shall at all times be:
  - 4.1.1 submitted lawfully and without infringement of any Intellectual Property Rights of any person;
  - 4.1.2 free of any Virus (at the point of entering the Subscribed Service or Supplier's systems);
  - 4.1.3 factually accurate;
  - 4.1.4 provided any necessary consent of any third party;
  - 4.1.5 not defamatory or likely to give rise to an allegation of defamation;
  - 4.1.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
  - 4.1.7 not abusive, threatening, offensive, harassing or invasive of privacy;
  - 4.1.8 not racist, sexist or xenophobic or homophobic or otherwise discriminatory;
  - 4.1.9 not liable to offend religious sentiments or deeply held beliefs; and
  - 4.1.10 unlikely to cause offence, embarrassment or annoyance to any person.

#### **5 Linking and other intellectual property matters**

- 5.1 As a condition of use of the Services, the Customer (on its own behalf and on behalf of Authorised Users) and each Authorised User agrees not to:
  - 5.1.1 link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of these Software Terms of Use;
  - 5.1.2 create a frame or any other browser or border environment around the content of the Services (or any part);

- 5.1.3 display any of the trade marks or logos used on the Services without the Supplier's permission together with that of the owner of such trade marks or logos;
- 5.1.4 use the Supplier's trade marks, logos or trade names in any manner;
- 5.1.5 distribute, reproduce, communicate to the public or adapt part or all of any content provided in any form through the Services except:
  - (a) Speech and Language Materials may be printed for use within the precincts of the Licensed School (but not elsewhere); and
  - (b) Parents Materials may be printed for distribution to parents.

## **6 Monitoring**

- 6.1 The Customer and each Authorised User acknowledges that the Supplier may actively monitor their use of the Services.