

### **Terms and Conditions**

Welcome to InvolvEd - thank you for using our products and services to improve and simplify parental engagement.

These Terms and Conditions form part of the binding legal agreement between:

"We, Us" - InvolvEdTech LLP of 27 Old Gloucester Street, London, WC1N 3AX

and

"You" - Our Customer (whether School staff member, Local Authority staff member, another

Educational Establishment staff member, Parent/Guardian, Teacher or Student)

for the use of InvolvEdTech LLP's

"Service" - the InvolvEd Applications and associated Support Services

By accessing our Service, you agree that you have carefully read these Terms and Conditions as well as the supporting Terms of Reference. These items form the basis of our relationship and the legal agreement between us. If you do not agree with any of the Terms and Conditions stated, then please refrain from accessing our Service. By agreeing to these Terms and Conditions you give us **explicit** consent to hold, store and process your data.

By accessing our Services, you agree that we may contact you about any promotional activities and associated products/services. These activities/products/services may also be from our carefully selected commercial partners. We may contact you by e-mail or telephone, however you retain the right to opt-out by logging a request to support@involvedtech.co.uk.

### **Terms of Reference**

- 1. Privacy Policy
- 2. Cookies Policy
- 3. Acceptable Use Policy



### **Terms of Use**

Any breach of these terms may lead to temporary or permanent account closure.

- 1. The use of our services is restricted as per the contractual agreement between You and Us. For example: number of users, length of use, payments, cancellations, etc.
- 2. The terms of use for our service are between You and Us, no third party may enter into this agreement. The service may not be rented, leased, time-shared, sub licensed or transferred.
- 3. The service may not be modified, translated, adapted, disassembled, reverse engineered or in any way the source code copied.
- 4. The use of our service is for the improvement of student attainment through parent, teacher and student collaboration on attainment, behaviour, attendance and extra-curricular matters. The service must not be used for any other purpose. We reserve the right to remove content we deem to be inappropriate (as defined by us) from our Services, see Acceptable Use Policy.
- 5. The service must be used through the designed user interface, with the appropriate security credentials. It must not be accessed or manipulated by any other means, whether automated or manual. Users must use a valid e-mail address that they are the owner of.
- 6. It is your responsibility to ensure that all security credentials remain protected. This includes all usernames, passwords and unique codes. If breached, we reserve the right to block access to all associated accounts until new credentials and security arrangements are in place.
- 7. If you receive security credentials that are not belonging to you then you must inform us immediately on support@involvedtech.co.uk and not use those credentials to access our service.
- 8. Use of our service does not give you any intellectual property rights or any rights for the use, distribution or publishing of our designs, logos, fonts, icons and branding.
- 9. Not all content provided through the service is created by InvolvEdTech LLP. In the case where content is not created by InvolvEdTech LLP, the responsibility of the content lies with the content owner (the person who created, sent, uploaded the content to our service). All content must follow our Acceptable Use Policy.
- 10. Our services must not be used for other commercial activities until written permission is granted by us.
- 11. There shall be no unauthorised access to the "back-end" of our Service, this includes the InvolvEd database and servers. You must not introduce viruses, must not attack via DOS or DDOS. Breaching any of these points will be considered a criminal offence and reported to the relevant crime prevention agency.



- 12. If there is ever the need to deactivate your account, please follow instructions within the settings menu of the mobile application.
- 13. For any support queries, aside from student unique codes which are issued by your school, please contact InvolvEdTech on support@involvedtech.co.uk.
- 14. InvolvEdTech LLP reserves the right to contact parents or teachers via phone or e-mail to verify identity, address account queries and offer any educational related services.

Note to Parents and Teachers: when using our services, and unlocking your accounts with your security credentials you have access to children's attainment, attendance and behaviour information. You also have access to a messaging service between parents and teachers which may contain sensitive personal data. Be aware that you are responsible for ensuring this data remains secure once you have unlocked the accounts. Always be sure to log out or secure your device with a security system such as lock code or fingerprint to prevent unauthorised access to these details. Parents/Guardians accept full responsibility for their children's use of our software and must ensure that children follow these Terms and Conditions and the associated Terms of Reference.

#### **Modification and Termination of Service**

- In order to continue improving our offering, we reserve the right to add, remove or change functionalities and features of our service. For example: to fix issues and bugs, introduce new services, etc.
- 2. If we terminate a service, we will ensure that you are notified in advance of this and provided the opportunity to remove the data that you own.

#### **Warranties and Disclaimers**

- 1. We provide our services based on a reasonable level of skill, care and attention towards security and intended use. However, we provide no guarantees, warranties or promises about the product.
- 2. Our service is provided "as-is" and we cannot guarantee content, functions of our service, reliability, availability and the ability for the service to meet your exact needs.
- 3. We are unable to guarantee 100% on-time and will not be held liable for any downtime.
- 4. Any planned down-time will be organised around off-peak hours.
- 5. We are unable to guarantee the quality of data. The quality of data will be determined by the data entered into our service or the supporting systems. It is the content owners' responsibility to ensure that this data is correct.
- 6. To the extent provided by law, we exclude all warranties.



# **Liability of our Service**

- 1. To the extent permitted by law, we are not responsible for any lost revenue, profits or data. Whether these loses are direct or indirect.
- 2. To the extent permitted by law, the total liability shall be limited to the amount paid for our services in the current contract period.
- 3. To the extent permitted by law, our suppliers and us are not responsible for loss or damage that is not reasonably foreseeable.
- 4. Your legal rights as a consumer are unaffected by the terms in this contract or any of the additional terms.

### **About these Terms**

- 1. We may modify these terms and conditions or the additional terms for associated services at any time. We will provide a minimum of 14 days' notice before a change in terms.
- 2. If there is a requirement by law or a new feature or functionality is introduced, then terms will be changed immediately.
- 3. If there is inconsistency between these terms and additional terms, then the additional terms prevail to the extent of the inconsistency.
- 4. We reserve the right to take future action against you if you violate these terms, even if immediate action is not taken.
- 5. Each of the statements in these terms can be enforced in their own right.
- 6. These terms are enforceable by the laws and courts of England and Wales.



# **Acceptable Use Policy**

The InvolvEd Applications and Support Services "Services" are operated by InvolvEdTech LLP ("We", "Our" or "Us"). We are registered in England and Wales under company number OC411317 and we have our registered office at 27 Old Gloucester Street, London, WC1N 3AX.

This Acceptable Use Policy sets out the terms between Our User ("You") and Us under which you may access and use Our Services. This policy covers all users (whether teacher, parent/guardian, student or anyone else) that access our Service.

By accessing our services, you **agree** to abide by this Acceptable Use Policy which supplements our Terms and Conditions.

You are responsible for your account and any activities conducted through this account. Parent/Guardian users are also responsible for all activities that students conduct through their accounts. No other users may use your account to access our Services.

### **Purpose:**

InvolvEd is designed to empower parents in becoming actively involved in their children's education. The InvolvEd applications have a purpose of allowing users to interact with each other on the subject of student attainment and behaviour. You must use the various features such as messaging, tasks and student performance to become informed and engaged in a child's education.

Any use of the various features beyond the sole purpose of improving student attainment are not acceptable. These prohibitions are at our discretion and are listed in this policy.

#### **Prohibited Use:**

You may use our Service only for lawful purposes. You may not use our Service:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Purpose (as defined above).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.



#### You also agree:

- Not to use offensive language including but not limited to racism, threats, insults, hatred and lewd remarks.
- Not to distribute inappropriate content including but not limited to adult images and videos, personal images, images of other students, content that incites racism, threats, insults, hatred etc.
- Not to share your personal contact details. All communications must be via InvolvEd or the contact details the school retains.
- Not to use InvolvEd for the purposes of buying or selling services or goods.
- Not to reproduce, duplicate, copy or re-sell any part of InvolvEd in contravention of the provisions of our Terms and Conditions.
- Not to share your login credentials with any other person.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our Service;
  - o any equipment or network on which our applications are stored;
  - o any software used in the provision of our Service; or
  - o any equipment or network or software owned or used by any third party.

#### **Content Standards**

These content standards apply to any and all material which you contribute to our Services (Contributions).

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

#### Contributions must:

- Be accurate and correct (where they state facts), and reference a reputable source where possible.
- Be genuinely held (where they state opinions) and be expressed as an opinion.
- Must be of a good quality, any images should be clear and easy to read.
- Be legible, understandable, clear, free from errors and well written.
- Comply with applicable law in the UK and in any country from which they are posted.

#### Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.



- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

# **Suspension and Termination**

We will determine, at our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the <u>Terms and Conditions</u> upon which you are permitted to use our Service, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Service.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Service.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.



We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

# **Changes to the Acceptable Use Policy**

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our Service.