

Edapt (UK) Ltd

Website Terms of Use Policy

Version: 2.0
Date: 11/07/2017

Who We are

Edapt (UK) Limited, a company registered in England and Wales with company number 07830046 and whose registered office is at 111 Piccadilly, Piccadilly, Manchester, M1 2HY (**We, Us, Our**).

Our sites

To provide our services We maintain a number of web sites (**Our sites**), including but not limited to www.edapt.org.uk and www.support.edapt.org.uk.

Terms of website use

This terms of use policy (together with the documents referred to in it) tells you the terms of use on which you may make use of Our sites, whether as a guest or a registered user. Use of Our sites includes accessing, browsing, or registering to use Our sites.

These terms of use, its subject matter and its formation, are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Please read these terms of use carefully before you start to use Our sites, as these will apply to your use of Our sites. We recommend that you print a copy of this for future reference.

By using Our sites, you confirm that you accept these terms of use and that you agree to comply with them. We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes We made, as they are binding on you.

If you do not agree to these terms of use, you must not use Our sites.

Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of Our sites:

- Our Privacy and Cookies Policy www.edapt.org.uk/privacy-policy, which sets out the terms on which We process any personal data We collect from you, or that you provide to Us. By using Our sites, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Standard Terms of Business, whether you are an employing education provider www.edapt.org.uk/terms, or a Subscriber www.edapt.org.uk/terms. These Terms set out the basis on which We provide Our services to you, based on your respective status.

Our sites and changes to them

There's a difference between Our sites and this can be summarised as follows:

- Our support site provides (amongst other things) documents and articles which for your information as well as the ability to raise cases with us, track cases and see all case history but subject to the other applicable terms set out above;
- Our main site provides (amongst other things) general information about Our products and services, account and subscription management and information regarding payment and billing.

We may update Our sites from time to time, and may change the content at any time. However, please note that any of the content on Our sites may be out of date at any given time, and We are under no obligation to update it. We do not guarantee that Our sites, or any content on it, will be free from errors or omissions.

Accessing Our sites

Our sites are made available free of charge.

We do not guarantee that Our sites, or any content on it, will always be available or be uninterrupted. Access to Our sites are permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our sites without notice. We will not be liable to you if for any reason Our sites are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to Our sites. You are also responsible for ensuring that all persons who access Our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Your account and password

If you choose, or you are provided with, a password or any other piece of information as part of Our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user on Our sites, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your password, you should reset your password and notify Us if any of your details have been changed.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in Our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Our sites for your personal use and you may draw the attention of others within your organisation to content posted on Our sites. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Our sites must always be acknowledged.

You must not use any part of the content on Our sites for commercial purposes without obtaining a

licence to do so from Us or Our licensors.

If you print off, copy or download any part of Our sites in breach of these terms of use, your right to use Our sites will cease immediately and you must, at Our option, return or destroy any copies of the materials you have made.

No reliance on information

The content on Our sites are provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our sites.

Although We make reasonable efforts to update the information on Our sites, We make no representations, warranties or guarantees, whether express or implied, that the content on Our sites are accurate, complete or up-to-date.

Liability and Indemnity

Nothing in these terms of use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, breach of Our obligations under the Data Protection Act 1998 or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to Our sites or any content on it, whether express or implied.

You agree to indemnify, keep Us indemnified, defend and hold Us harmless in full and at all times against any liability, loss, damages, costs, claims, charges and expenses (including reasonable legal fees) sustained or incurred by Us including but not limited to loss of goodwill and/or reputation, or for which We may become liable arising directly or indirectly from your use of Our sites, your failure to adhere to these terms or your delay in the performance of any of your obligations under these terms or from any criminal, fraudulent or negligent act or other claim relating to or in connection with the use of Our sites or your actions arising out of or in connection with these Terms.

We will not be liable to You (to the extent permitted by law) whether arising in contract, tort (including negligence) or misrepresentation for any loss or damage arising from third party claims, loss of profit, revenue or goodwill or indirect or consequential loss or damage, opportunity or wasted expenditure, business or business interruption, corruption of data or loss of confidential information connected to Your use of Our sites or inability to use it.

If you are a consumer user, please note that We only provide Our sites for domestic and private use. You agree not to use Our sites for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our sites or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on Our sites. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods and/or services to you, which will be set out in the relevant terms and conditions of supply.

Uploading content to Our sites

Whenever you make use of a feature that allows you to upload content to Our sites, or make contact with other users of Our sites, you must ensure that this must not:

- Contain any material which is defamatory of any person.
- Contain any material which is profane, vulgar, obscene, offensive, hateful, inflammatory or otherwise offensive in our reasonable opinion.
- Contain or promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other rights (whether in intellectual property or otherwise) of any other person or legal entity.
- Infringe any contractual agreement to which you are a party.
- 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.
- Infringe the privacy or confidentiality of any person or legal entity including (but not limited to) posting location and/or contact details of another person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Promote your business, including advertising or soliciting business.
- 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.
- Be otherwise is persistently abusive, threatening, repeatedly a cause of nuisance or annoyance or otherwise illegal towards other users.

You warrant that any such contribution does comply with those standards, and you will be liable to Us and indemnify Us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage We suffer as a result of your breach of warranty.

Bugs and viruses

Like everything on the internet, We cannot guarantee that Our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platforms

used in order to access Our sites.

You must not misuse Our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our sites, the server on which Our sites are stored or any server, computer or database connected to Our sites. You must not attack Our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our sites will cease immediately.

Linking to Our sites

You may link to any of the pages in Our sites, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.

You must not establish a link to Our sites in any website that is not owned by you save that you may share any of Our posts/content on social media platforms subject to this policy and in accordance with the terms and conditions of the relevant social media platform.

Our sites must not be framed on any other sites, nor may you create a link to any part of Our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on Our sites other than that set out above, please contact Us.

Where Our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.