

## **360 SKILLS FOR LIFE CIC**

### **USER AGREEMENT**

(VERSION 1.0 dated 17 Jan 2022)

#### **Statutory Information**



360 Skills For Life –	360 Skills for Life CIC (UK registered Community Interest Company No: 13081475)
Registered Office -	4 Cedar Park Cobham Road Ferndown Industrial Estate Wimborne Dorset BH21 7SF
VAT Registration -	385 7396 40

#### **1. User Terms**

360 Skills for Life CIC (from now on referred to as “our”, “us”, “we” or “360”) provides products and services which can be accessed through a PC and other devices (“the Services”). These user terms have legal effect between you and 360 no matter how you access the Services. Your use of the Services constitutes your agreement to be bound by these terms and conditions of use. All content, information, services and software provided on or through our website (“the Site”) is subject to the following terms and conditions (“Terms”).

- 1.1 Your access:** 360 provides the Services to educational establishments (“School”) on payment of subscription fee.
- 1.2 Use by you:** You may in the ordinary course of your organisation’s business and your internal purposes only, subject to restrictions set out below:
- (a) View, use and customise the material on the Services, and
  - (b) Download, print, store and/or distribute limited extracts of the material on the condition that your use of the material has no independent commercial value

and could not be used as a substitute for any service (a substantial part of it) provided by 360. You should credit copied material as copyright or intellectual property rights belonging to 360.

**1.3 Disclaimer:** The Services are provided by 360 to the School. 360 makes no representation or warranty to you of any kind whether expressed or implied as to the operation of the Services or the information, content or materials included within the Services. 360 expressly disclaim all warranties including warranties of satisfactory quality, fitness for particular purpose and non-infringement. 360 disclaim all responsibilities for all loss, injury, claim, liability, or damage resulting from, arising out of or in any related to:-

(a) Any errors in or omissions from this Site, the interaction areas, the content and any postings including but not limited to technical inaccuracies and typographical errors.

(b) Third party communications.

(c) Any third party sites or content therein directly or indirectly accessed through links in this Site including but not limited to any errors in or omissions therefrom.

(d) The unavailability of the Site, the interactive areas, the content, the postings, or any portion thereof.

(e) Your use of this Site, the interactive areas, the content, or the postings, or

(f) Your use of any equipment or software in connection with the Site, the interactive areas, the content or the postings.

**1.4 Limitation of liability:** 360 shall not be liable for any loss, injury, claim, liability or damage of any kind resulting from your use of the Site, the content, the postings, the interactive areas, any facts or opinion appearing on or through the interactive area or any third party communications. 360 shall not be liable for any special direct or indirect incidental, punitive or consequential damages of any kind whatsoever (including without limitation legal fees) in any way due to or resulting from or arising in connection with the use of or inability to use this Site, the interactive areas, the contents, the postings or any third party communications. To the extent the forgoing limitation of liability is prohibited or fails of its essential purpose 360's sole obligation to you in damages shall be limited to £100.

**1.5 No advice:** The Services may include examples provided by 360 or third parties; however any advice provided as part of the Services are for example purposes only, may not be suitable to your circumstances and should not be considered as a substitute for the advice of an appropriately qualified professional.

**1.6 Data submitted by you:** In using the Services you must ensure any data or information you submit or send:-

(a) Is accurate (where it states facts);

- (b) Is genuinely held (where it states opinions);
- (c) Complies with applicable law in any country from which it is posted and that you have all necessary permissions to place such information (including personal information on the Services).

**1.7 Confidentiality and intellectual property rights:** Some content and materials accessible via the Services may be confidential to your organisation and may it also be protected by the intellectual property rights around the world.

**1.8 Your breach:** In its sole discretion 360 may remove content or postings and/or suspend your user account and access to the Services if it believes you are using or have used the Services in breach of these User Terms.

**1.9 Privacy and cookies:** Privacy is important to 360. You agree and understand that 360 may process your personal information in accordance with the 360 Privacy Statement. 360 use cookies on its site in accordance with the Privacy Statement.

## **2. Terms Applying to Subscription**

**2.1 General restrictions:** Unless otherwise expressly permitted you may not:-

- (i) Sell, sub-licence, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer the services or the materials on them in whole or in part, or as a component of any other product or service;
- (ii) Use the Service or the materials on them to create any derivative works or competitive products;
- (iii) Allow any third parties to access, use or benefit from the services or materials on them in any way;
- (iv) Use any programmatic, scripted or other mechanical means to access the Services or the materials on them, or
- (v) Share your password or log on details with anyone.

**2.2 No reliance:** 360 is not responsible for any loss, damage or costs resulting from any decisions that are made in reliance on the Services including legal, compliance and/or risk management decisions. You agree that you use the Services at your own risk in these respects.

**2.3 Intellectual property rights:** 360 own and reserve all intellectual property rights in the Services (including but not limited to, all copyright) and you agree that you will not do anything to infringe or prejudice those rights.

**2.4 Changes to user terms:** 360 may post changes to these User Terms via the Services and such changes shall be effective from the next time you use the Services.

### **3. Licence**

**3.1 Limited licence:** As a user of this Site you are granted a non-exclusive, non-transferrable, revocable limited licence to access and use the Site and content in accordance with these terms. We may terminate this licence at any time for any reason.

#### **3.2 Limitations on use:**

3.2.1 The content on this Site is for the School use only and not for commercial exploitation. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense or create derivative works from the Site or the content. The use of any network, monitoring or discovery software to determine the Site, architecture or extract information about usage, individual identities or users is prohibited. You may not use any robots, spider or other automatic software or device or manual process to monitor or copy our site or the content without our prior written permission. You may not use this Site to transmit any false misleading, fraudulent or illegal communications. You may not copy, modify, reproduce, republish, distribute, display or transmit for commercial, non-profit or public purposes all or any portion of the Site except to the extent permitted above. Unauthorised use of this Site or its content is prohibited.

3.2.2 We have no liability for any third-party communications you may receive or any actions you make take or refrain from taking as a result of any third-party communication you receive from the Site. You are solely responsible for accessing and verifying the identity and trustworthiness of the source and content of any third party communications. We are not responsible for verifying, and make no representational warranty regarding any third party communications on the Site.

3.2.3 Content provided on the Site is not intended to and does not constitute professional advice. Submissions or Postings to the Site are not confidential. We do not warrant or guarantee the accuracy, completeness, or adequacy of the content. Your use of the content on the site or the materials linked to the Site is at your own risk.

### **4. Intellectual Property Rights**

4.1 Except as expressly provided in these Terms, nothing contained herein shall be construed as conferring on you or any third party any licence or right, to intellectual property rights in the content or the Site.

**Trademarks (applications pending):**

**360 Skills For Life**

**Online. In school. Outdoors.**

**Skill City**



- 4.2 You grant us irrevocable non-exclusive, royalty free, perpetual, worldwide licence to use, authorise use of and have used on its behalf any ideas, expressions of ideas, text, graphics, messages, links, data, information or other material you submit (collectively “Postings”) to the Site. The licence includes the right to make use, sell, reproduce, publish, modify, adapt, prepare, derivative works from, combine with other works, translate, distribute, display, perform and sub-licence Postings in any form, medium or technology now known or hereafter developed.
- 4.3 You certify and warrant that the Postings:
- (i) Are your own original works or that the owner of such works has expressly granted to us a perpetual worldwide royalty free irrevocable, non-exclusive licence for the said works with all of the rights granted by you in Section 4 of these terms, and
  - (ii) Do not violate and will not violate the rights of any third party including any right of publicity, right of privacy, copyright, patent or other intellectual property right or any proprietary right.
- 4.4 By Postings to the Site you acknowledge and agree that we may create our own ideas that may be or may obtain submissions that may be similar or identical to Postings you submit. You agree that you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary or other right in the Postings you submit.

**5. Links and Registration**

- 5.1 You may provide links to this Site, provided that:-
- (a) You do not remove or obscure by framing or otherwise any portion of this Site, including any advertisements, Terms, copyright notice, or other notices or this Site;
  - (b) You immediately deactivate and discontinue providing links to the Site if requested by us, and
  - (c) We may deactivate any link(s) at its discretion.

- 5.2 You shall not make any Postings containing any advertising, promotions, solicitation for goods, services or funds or solicitation for other to become members of any enterprise or organisation without our expressed written permission. Notwithstanding the foregoing, in any interactive areas of this Site (“the Interactive Areas”) which includes without limitation any blogs, wikis, bulletin boards, discussion boards, chat rooms, email forums and question and answer features where appropriate you:
- (a) You may list along with you name, address and email address, your Site’s URL, and
  - (b) May recommend any third party Sites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended Site, product or service or its recommendation.
- 5.3 Certain sections of this Site require you to register. If registration is requested you agree to provide accurate and complete registration information. It is your responsibility to inform us of any changes to that information. Each registration is for a single School only unless specifically designated otherwise on the registration page. We do not permit:
- (a) Anyone other than you the use of the sections requiring registration by using your name or password
  - (b) Access through a single name be made available to multiple users on a network or otherwise. You are responsible from preventing such unauthorised use. If you believe that there has been unauthorised use you must notify us immediately by email to [hello@360skillsforlife.org](mailto:hello@360skillsforlife.org) .

## **6. Indemnity**

- 6.1 You agree to indemnify, defend and hold us, our officers, our directors, employees, agents, licensors, suppliers and any third party information providers to the Site harmless from and against all claims, losses, expenses, damages and costs including reasonable legal fees resulting from any violation of these terms by you or arising from or relating to any Postings uploaded or submitted by you.
- 6.2 The provisions of Paragraph 6 is for the benefit of us and our officers, directors, employees, agents, licensors, supplier and any third party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf. We reserve the right to investigate complaints or reported violations or our Terms and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators or any other third parties and disclosing any information necessary or appropriate to such persons or entitles relating to User Profiles, email addresses, usage history, posted materials, IP addresses and traffic information.

- 6.3 We reserve the right to seek all remedies available at law and of violation or these terms including but not limited to the right to block access from a particular internet address to the Site.
- 6.4 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with English Law. The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claims which may arise under or in connection with this Agreement (including non-contractual disputes or claims).
- 6.5 These terms incorporate by reference any notices contained on this Site, the Privacy Policy, the Data Protection Policy and constitute entire agreement with respect to access to and use of this Site the content and the Postings. If any provision of these Terms is unlawful, void or unenforceable or conflicts with notices contained on this site, the Privacy Policy or the Data Protection Policy then that provision shall be deemed severable from the remaining provisions and shall not effect their validity and enforceability.
- 6.6 We reserve the right to change these terms at any time. Updated versions of the Terms will appear on this Site and are effective immediately. You are responsible for regularly reviewing the Terms. Continued use of this site after any such changes constitute your consent to such changes.

## **7. Renewal and Termination**

- 7.1 This Agreement is for the number of years from the date that access to services is made available by us. In the event that no notice of termination has been received by us by email at [hello@360skillsforlife.org](mailto:hello@360skillsforlife.org) at least 90 days before expiry of the term this Agreement shall continue for the further periods of 1 year commencing immediately after the term (each a "Renewal Term") and so on for subsequent Renewal Terms. In such circumstance, the total fee to be paid by you for each Renewal Term will be the amount equal to the annual price paid in the final year of the Term (or last Renewal Term as the case may be) plus an additional amount (up to a maximum of 15% as we shall determine in our discretion). We may discuss alternative terms with you in such circumstances, but any such discussions shall be strictly without prejudice to the provisions of this Clause 7 and unenforceable unless agreed in writing and signed by both parties.
- 7.2 We may terminate this Agreement by giving at least 60 days' notice. Our only obligation in this event shall be to the pro-rata refund of any charges paid in advance for the remaining term (or Renewal Term, as applicable).
- 7.3 We may suspend providing the online services to you without notice and pursue any other remedy legally available to us (including enforcing payment of charges) if you fail to comply with any of your obligations in this Agreement (including payment obligations) and we will seek our legal costs and other expenses incurred from you. For avoidance of doubt, this shall include recovery of any legal costs and expenses incurred as a result of any small claims. Without prejudice to the following if you fail to pay any sum properly due hereunder we reserve the right to seek enforcement of the full contract sum.

7.4 We may terminate this Agreement with immediate effect if you are in material breach of this Agreement.

## **8. Data Protection and Analytics**

- 8.1 You recognise that, in the process of accessing and using the Services, you and the authorised users will be required to supply personal data. You represent and warrant that you and the authorised users have complied with all applicable obligations under the Data Protections laws in supplying personal data to us, including providing any required notices and obtaining any required consents and authorisations for our processing such personal data.
- 8.2 To the extent that we act as processor of personal data on your behalf we will process such personal data in accordance with the Data Protection laws. To the extent that authorised users provide their personal data to us during account registration or otherwise through the services the parties acknowledge and agree that such information shall be processed by us as a controller in accordance with the Privacy Statement. On request we will provide you with data and analysis of authorised users' usage of the Services. Analytics data will clearly identify individual authorised users and will detail their activity (including but not limited to documents and content access, printed email download search). We will provide the analytics to you on the strict condition that:
- a) You will not use it for any purpose other than supporting internal decision making processes, policing of the Services; product adoption activities carried out with us, and assessing levels of use.
  - b) The analytics data is not be shared with any third parties without our prior written consents;
  - c) You are solely responsible for providing any required notices and obtaining and required consents and authorisations of the authorised users to all of the analytics data;
  - d) You shall indemnify us on demand from and against any loss, liability, damages, claims, fines, penalties, costs and expenses incurred as a result of any third party claim against us arising out of or in connection with any failure by you to comply with the provisions set out in this Clause 8.

You will immediately stop using and delete all analytics on termination or expiry of this Agreement or otherwise at our direction.

## **9. Miscellaneous**

9.1 You will not disclose to any third party details of this Agreement or any negotiations undertaken in relation to this Agreement without prior written consent.

9.2 Except as otherwise provided herein all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services.

Notices to you shall be deemed to have been properly given on the date posted,



if posted; on the date first made available if displayed on the Services; or on the date received, if delivered in any other manner. Notices to us should be sent to your account representative with a copy to the registered office of 360.

9.3 Failure of us to enforce any provision hereof of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

9.4 You may not assign, or sub-licence, this Agreement or any rights or obligations hereunder, directly or indirectly without prior written consent. We may assign this Agreement to any successor to all or substantially all of our business or assets that relate to the subject matter of this Agreement whether by asset or stock acquisition, merger, consolidation or otherwise.

9.5 Subject to Clause 9.4 this Agreement with inure for the benefit of and binding upon the parties and the respective successors and permitted assigns.

9.6 If any provision or portion thereof of this Agreement is found to be invalid, unlawful or unenforceable to any extent of under applicable law by a Court or other Government entity or competent jurisdiction, as such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remaining provisions of this Agreement shall remain in full force and effect.

9.7 Non-performance of either party shall be excused to the extent that the performance is rendered impossible where failure to perform is a result of actions, omissions or circumstances beyond the reasonable control of the non-performing party.

9.8 No terms, provisions or conditions of any purchase order acknowledgement or other business form that you may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under or otherwise modify this Agreement regardless of any failure by us to object to such terms and provisions or conditions. This Agreement does not confer any rights on any persons or party (other than the parties to this Agreement) under the Contract (Rights of Third Parties) Act 1999.

9.9 All payment made for the Services under this Agreement will be made in full without any set off or counterclaim and free of any deduction or withholding (save as is required by law).

9.10 This Agreement including terms on our website that are incorporated by reference (as may be updated from time to time) contains the entire agreement between the parties relating to the provision and use of the online services and the material and it supersedes any prior agreement and representations or understandings between the parties (whether or oral or in writing) unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.