

## Terms and Conditions 2020-2022 Archive

Please be aware that our terms and conditions were updated in July 2020. Our previous terms and conditions are archived here.

### Teacher Tapp: Conditions of Use

The terms and conditions below (“Conditions”) govern the use of the Teacher Tapp, Parent Ping or any other mobile application (“App”) made available by Education Intelligence Limited, trading as Teacher Tapp, (“we”, “us”, “our”) for download under these Conditions by each user (“you”, “your”) from time to time.

#### 1. Conditions of Use

By accessing the App you agree to be bound by these Conditions which includes our Privacy Policy.

If you do not agree to be bound by these Conditions and/or our Privacy Policy, do not download the App (or cease using the App if you have already downloaded it).

If you have any questions, contact us at [hello@teachertapp.co.uk](mailto:hello@teachertapp.co.uk).

These Conditions may be updated from time to time on notification via the App and the updated version will be effective as soon as it is accessible. You may terminate these Conditions and your use of the App if you do not accept the changes. You are responsible for regularly reviewing these Conditions so that you are aware of any changes to them.

Education Intelligence Limited is a company registered in England and Wales with company number 10825354 and registered office at Unit 13 Chantry Park, 2 Cowley Road, Poole, Dorset, BH17 0UJ; and registered with the Office of the Information Commissioner (No. ZA277848).

#### 2. Using our Apps

2.1 In return for complying with these Conditions, you may download a copy of the App (including upgrades and releases) to your devices for the purpose of (a) answering certain survey questions (“Questions”); and (b) viewing the all information contained within the App, including the daily insight based on the responses to the Questions, our reports and blog (“App Content”) for your personal, non-commercial purposes only.

2.2 You must answer the Questions honestly and to the best of your knowledge.

2.3 We are giving you personally the right to use the App on a non-exclusive basis. You may not transfer an App to someone else. You must not register under someone else’s name.

2.4 No one under 18 may use an App. However, as the parent or legal guardian of a child you may answer Questions on their behalf provided you have their consent or have parental responsibility for them. You will need to follow the process in the App to confirm you have their consent or parental responsibility, and the right to share their personal data (including their sensitive personal data) with us. If we need to verify this further, you agree to provide us with reasonable evidence to confirm you have consent or parental responsibility.

2.5 When you provide your answers to Questions, you authorise and direct us to make such copies of your answers as we consider necessary in order to facilitate the publication, display and storage of those answers as part of the App Content for the purposes of our business, including providing reports and App Content to our clients (subject to Clause 2.7). Your answers will generally be anonymised, so your identity cannot be revealed by your answers. However, if (with your consent) we combine or

connect aggregated data with your personal data in such a way that it can directly or indirectly identify you, we treat this as personal data in accordance with Clause 2.7 and our Privacy Policy.

2.6 Where your answers are used or stored by us in a way that your identity is not revealed, you grant to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such content for any purpose on or in connection with the App or the promotion of it, to prepare derivative works of, or incorporate into other works, such content.

2.7 Where your answers are used or stored by us in way that your identity might be revealed, you grant to us the same licence as in Clause 2.6, except that it is also subject to your continuing consent and the terms of our Privacy Policy. You may withdraw your consent at any time, in which case the license granted in this Clause 2.7 will automatically expire and we will cease using or storing your answers in any way that your identity might be revealed.

2.8 You shall comply with all of our reasonable instructions relating to an App. We may, at our sole discretion, provide upgrades and new releases of Apps from time to time.

2.9 You shall not, and shall not permit or assist any third party to (a) view, access or copy any content or data, including App Content, other than in accordance with the licence in paragraph 2.1 above; (b) translate, adapt, disassemble, reverse engineer, decompile or copy the whole or any part of an App, nor arrange or create derivative works based on an App except to the extent permitted by law not capable of exclusion by agreement; (c) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to an App or any App Content; (d) combine, match or merge the whole or any part of an App with or incorporate an App into any third party code; (e) rent, distribute, sell, sub-license, loan, lease, resell or otherwise make an App or any App Content available to third parties, in whole or in part; (f) attempt to undermine the security of an App; (g) access an App to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics; (h) make available online all or part of an App or any App Content through the Internet, or any intranet; (i) remove or alter any copyright or other proprietary notice on any part of an App or any App Content; and/or (j) take any action in an attempt to obtain any other user's data, cause malfunction, crash, tamper with or otherwise impair an App.

2.10 You are responsible for use of an App on your device. You shall promptly notify us if you become aware of any unauthorised access to or use of an App or App Content, and provide all reasonable assistance to bring an end to such unauthorised access or use.

2.11 You agree that all IP Rights in Apps, the Questions, any App Content and all data collected from the Apps (other than your own answers) belongs to us; and the rights in the App and the App Content are licensed (not sold) to you. "IP Rights" means any patent, trade mark, registered design or any application for registration of the same, or the right to apply for registration of the same, any copyright or related rights, database right, design rights, rights in trade, business or domain names, rights in trade dress, rights in inventions, rights in confidential information or know-how or any similar of equivalent rights in any part of the world.

2.12 You further agree and acknowledge that, for the purpose of our business, we may allow third parties to: (a) sponsor Questions from time to time ; (b) access our back-catalogue of data; and/or (c) market and advertise their products and services on the App (save that we will ask you to opt-in to any targeted advertising on the App).

### 3. App Availability

3.1 We shall use reasonable endeavours to make the access to and use of the App available at all times, but you acknowledge that there may be occasions when access to and use of the App may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

3.2 We reserve the right to remove any content or features from an App for any reason, without prior notice, and shall have no liability or responsibility to you in any manner whatsoever in such circumstances.

3.3 Each party is responsible for any telecommunications charges, subscriptions or other charges payable for the time spent accessing or using the App.

### 4. Warranties, Disclaimer and Limitation of Liability

4.1 Subject to these Conditions, we warrant that we shall (a) provide access to the App with reasonable skill and care; and (b) use industry standard virus detection software in relation to the App.

4.2 You agree that App Content is provided for information only. It is based on responses to the Questions and other third party information and therefore may contain errors or omissions and may not be accurate, timely or complete. To the extent permitted by law, we shall have no liability to you in relation to your use of an App and/or App Content including any steps you take in reliance on App Content.

4.3 If there is a problem with an App that damages a device or any other digital content belonging to you and this is caused by our failure to use reasonable skill and care, we will either repair the damage or pay you compensation up to £20 per device subject to proof of the loss or damage. However, we will not be liable for damage caused by you failing to comply with these Conditions.

4.4 Nothing in these Conditions shall limit or exclude liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other loss that cannot lawfully be excluded or limited.

4.5 If the provision of an App is delayed or interrupted by an event outside of our control we will take steps to minimise the effect of the delay or interruption. Provided we do this, we will not be liable for delays caused by the event.

### 5. Termination

5.1 Either of us may terminate your access to an App, at any time and immediately by giving the other written notice.

5.2 On termination of your right to access an App you shall cease to access that App and delete the App from all devices in your control. We may also remotely remove the App and cease providing you with access to the App.

5.3 Our Privacy Policy sets out how we will treat your personal data on termination.

### 6. General

6.1 These Conditions contain the entire agreement between us with respect to access to Apps and supersede all prior agreements and representations, standard conditions or other implied conditions, whether written or oral, with respect to the subject matter of these Conditions.

6.2 You shall not assign or transfer your rights or obligations under these Conditions, in whole or in part, to any third party without our written permission. We may assign or transfer our rights and obligations under these Conditions to someone else. We will tell you if we do this.

6.3 Even if we delay in enforcing these Conditions, we can enforce them later.

6.4 Each of these Conditions operate separately. If any court or relevant authority decides that any of them are unlawful the remaining conditions will remain in full force and effect.

6.5 Nothing in these Conditions shall create or imply an agency, partnership or joint venture between us. Neither of us shall act or describe itself as the agent of the other nor shall either of us have or represent that it has any authority to make commitments on behalf of the other.

6.6 These Conditions are governed by English law.

6.7 Either of us can bring legal proceedings in the courts of England and Wales in relation to any dispute arising out of or in connection with these Conditions. You may bring proceedings in Northern Ireland or Scotland if you are resident there.

#### 7. Additional Terms if you download the App from the Apple iTunes App Store

We both acknowledge that these Conditions are concluded between you and us only, and not with Apple, and therefore, we, not Apple, are solely responsible for the App and the content of the App. The licence granted to you for the App is limited to a non-transferable licence to use the App on an iPad that you own or control and as permitted by the Usage Rules set forth in the App Store Terms and Conditions. We, not Apple, are solely responsible for providing any maintenance and support services with respect to the App, as specified in these Conditions. We both acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed in these Conditions. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App to you. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility. We both acknowledge that we, not Apple, are responsible for addressing any claims by you or any third-party relating to the App or your use or possession of the App, including, but not limited to (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. We both acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third-party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. We both acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Conditions, and that, upon acceptance of these Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Conditions against you as a third-party beneficiary thereof.