

Abacus Edutech

Website Terms of Use

We are Abacus Edutech Limited (**Abacus Edutech, we or us**), the operators of the Abacus Edutech websites at <https://www.tatimetable.co.uk> and at <https://www.abacusedutech.co.uk> (and references below to the **site** refer to each of these sites).

Please read these terms of use (the **terms**) carefully since they set out the rules which apply when you access or use the site.

1. Who we are and how to contact us

- 1.1 The Site is operated by Abacus Edutech Limited, a company registered in England and Wales with registered number 13880209 and with its registered office at 22 Faulkner Place, Brize Norton, Carterton, United Kingdom OX18 1NF.
- 1.2 Our VAT number is 444950381.
- 1.3 To contact us, please email support@abacusedutech.co.uk.

2. By using the site you accept these terms

- 2.1 By using our site, you confirm that you accept these terms of service and that you agree to comply with them.
- 2.2 If you do not agree to these terms, you must not use the site.
- 2.3 We recommend that you save a copy of these terms for future reference.

3. There are other terms that may apply to you

- 3.1 These terms refer to the following additional terms, which also apply to your use of the site, the TA Timetabler product, and any other products and services we make available through the site:
 - 3.1.1 the Abacus Edutech Privacy Notice;
 - 3.1.2 the TA Timetabler Privacy Notice;
 - 3.1.3 the TA Timetabler Data Processing Agreement;
 - 3.1.4 the TA Timetabler Terms & Conditions;

and any other notices, agreements and terms which we make available at <https://www.abacusedutech.co.uk/legal-notice> from time to time.

4. We may make changes to these terms or the site

- 4.1 We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.
- 4.2 We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities, or for other reasons.

- 4.3 If you (or the organisation you represent) subscribe to use our TA Timetabler product, such usage is subject to the TA Timetabler Terms & Conditions. Relevant product-specific terms and conditions will apply to any other products or services which you purchase through our site.
- 4.4 Without limiting your rights under the relevant product-specific terms in respect of TA Timetabler or any other products which purchase through our site, please note that we do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.5 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of service and other applicable terms of service, and that they comply with them.
- 5. We may transfer this Agreement to someone else**
- 5.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 6. You must keep your account details safe**
- 6.1 If you choose, or you are provided with, a user identification code, 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.
- 6.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.
- 6.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@abacusedutech.co.uk.
- 7. How you may use material on our site**
- 7.1 We are the owner or the licensee of all intellectual property rights in the site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2 You may save one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 7.3 You must not modify the 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.
- 7.4 Our status (and that of any identified contributors) as the authors of content on the site must always be acknowledged (except where the content is user-generated).
- 7.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 7.6 If you copy, download, share or repost any part of the site in breach of these terms of service, your right to use the site will cease immediately and you must, at our option, return or destroy

any copies of the materials you have made (except that you are permitted to retain a copy of these terms of service).

8. No text or data mining, or web scraping

8.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

8.1.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same; or

8.1.2 any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

8.2 The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

8.3 You shall not use, and we do not consent to the use of, the site, or any data published by, or contained in, or accessible via, our site or any services provided via, or in relation to, the site for the purposes of developing, training, fine-tuning or validating any AI system.

8.4 This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

9. Rules about linking to our site

9.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

9.2 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.

9.3 You must not establish a link to our site in any website that is not owned by you.

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

9.5 We reserve the right to withdraw linking permission without notice.

9.6 If you wish to link to or make any use of content on our site other than that set out above, please contact support@abacusedutech.co.uk.

10. Our trade mark

10.1 Abacus Edutech and TA Timetabler are trade marks of Abacus Edutech Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under clause 7 (How you may use material on our site).

11. Uploading content to our site

- 11.1 Whenever you make use of a feature that allows you to create content directly on our site, to upload or share content to our site, or to make contact with other users of our site, you must comply with these terms, and any other acceptable use requirements we introduce from time to time.
- 11.2 You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 11.3 We will consider any content you upload to our site to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to others.
- 11.4 We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our site violates their intellectual property rights or their right to privacy.
- 11.5 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the acceptable use standards set out in these terms.
- 11.6 If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please contact support@abacusedutech.co.uk.

12. Content uploaded to the site by users

- 12.1 When you upload or post content to our site, you grant us a worldwide, perpetual, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, and display that content in connection with the service provided by the site and across different media including to promote our site or the service.
- 12.2 The site may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

13. Do not rely on information on this site

- 13.1 The content on our site is 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 site.
- 13.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- 13.3 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 13.4 We have no control over the contents of those sites or resources.

14. We are not responsible for viruses

- 14.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 14.2 You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

15. You must not introduce viruses

- 15.1 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which this site relies in any way. You must not attack our site 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 site will cease immediately.

16. Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- 16.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 16.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in the relevant product-specific terms and conditions, including the TA Timetabler Terms & Conditions, which are available at <https://www.abacusedutech.co.uk/legal-notice>.

If you are a business user:

- 16.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 16.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 16.4.1 use of, or inability to use, our site; or
 - 16.4.2 use of or reliance on any content displayed on our site.
- 16.5 In particular, we will not be liable for:
 - 16.5.1 loss of profits, sales, business, or revenue;
 - 16.5.2 business interruption;
 - 16.5.3 loss of anticipated savings;

16.5.4 loss of business opportunity, goodwill or reputation; or

16.5.5 any indirect or consequential loss or damage.

If you are a consumer user:

16.6 We do not provide any products or services through the site which are designed for consumer use. If you access the site outside the course of your business or profession, you agree not to use our site 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.

17. How we may use your personal information

We will only use your personal information as set out in the Abacus Edutech Privacy Notice, which we make available at <https://www.abacusedutech.co.uk/legal-notice>.

18. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.