Abacus Edutech Limited

The *Customer Terms and Conditions (for Organisations)* set out below govern the legal relationship between the organisation you represent and Abacus Edutech Limited, in respect of any service provided by Abacus Edutech to that organisation.

Please read these terms and conditions carefully before indicating your acceptance. By ticking the box indicating acceptance, you warrant that you are authorised to form a legally binding agreement on behalf of the organisation you represent in accordance with these terms and conditions.

For the terms and conditions that apply to you (as an individual) when you access and use the service on behalf of the organisation you represent, please see the *User Terms and Conditions (for Individuals)* which are set out in full below these *Customer Terms and Conditions (for Organisations)*.

Customer Terms and Conditions (for Organisations)

1. Basis of agreement

1.1. These terms and conditions (the **Terms**) shall apply to the provision of any service (the **Service**), which is provided 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 (**Abacus Edutech**) to you (the **Customer**), being the educational institution which uses the Service.

1.2. In these Terms, each of the Customer and Abacus Edutech shall be a **Party** and together they shall be the **Parties**.

1.3. The contract between the Customer and Abacus Edutech for the supply of the Service (the **Contract**) shall be in accordance with these Terms, which apply to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.4. These Terms shall be read in conjunction with the separate Data Processing Agreement entered into between the Parties (available here), which shall be incorporated into the Contract, and shall govern the processing of any personal data by Abacus Edutech on behalf of the Customer (or any authorised third party, as applicable) in connection with the Service.

School set-up

1.5. Completion of the school set-up form by a representative of the Customer constitutes an offer by the Customer to purchase the Service (or, in the case of a free trial, to accept the Service on a free trial basis) in accordance with these Terms.

1.6. Completion of the school set-up form by a representative of the Customer authorises Abacus Edutech to liaise with Wonde Limited and/or such other providers of school data management services as Abacus Edutech may work with from time to time (each, an **Interfacing Third Party**) to implement the necessary data flows required for the provision of the Service to the Customer.

1.7. The Customer should only approve the Interfacing Third Party's request to implement the required data flows between the Customer and Abacus Edutech via the Interfacing Third Party if the Customer wishes to purchase the Service (or to accept the Service on a free trial basis) in accordance with these Terms.

1.8. By granting such approval, the Customer confirms that the individual representative of the Customer who completed the school set-up form is authorised to act in the role of the Customer's **Service Administrator**, meaning that such individual is authorised to act on the Customer's behalf in all matters relating to the Contract, and is authorised to form legally binding commitments on behalf of the Customer.

1.9. If the Customer wishes to nominate a different individual in the role of Service Administrator, the Customer must notify Abacus Edutech prior to approving the Interfacing Third Party's request to implement the required data flows.

1.10. The Customer acknowledges that Abacus Edutech shall be entitled to rely on the authority of the Service Administrator, and of any individuals nominated by the Service Administrator (or by a successor of the Service Administrator) as their successor in the role, to form legally binding commitments on behalf of the Customer.

Formation of contract

1.11. The Customer's offer to purchase the Service (or to accept the Service on a free trial basis) shall only be deemed to be accepted on Abacus Edutech providing the Customer with access to the Service, at which point and on which date the Contract shall come into existence (the **Licence Start Date**).

1.12. This Contract shall commence on the Licence Start Date and shall continue, unless terminated in accordance with clause 10 (Termination) or otherwise in accordance with these Terms:

1.12.1. until the expiry of an initial trial access period of 60 days (or such other period as Abacus Edutech specifies at its discretion), commencing on the day when the Customer is first able to access the functionality of the Service following integration via the Interfacing Third Party (the **Trial Period**);

1.12.2. for a further period of twelve months (or such other period as the Parties agree in writing), commencing on the day following the expiry of the Trial Period (the **Initial Period**); and

1.12.3. for successive periods of twelve months, each commencing on an anniversary of that date (each a **Renewal Period**).

2. The Service

2.1. Abacus Edutech agrees to allow the Customer to access the functionality of the Service on a trial basis using data relating to the Customer's own organisation, staff and students following integration via the Interfacing Third Party during the Trial Period.

2.2. Abacus Edutech agrees to provide the Service, with effect from the start of the Initial Period and thereafter throughout the term of the Contract, in all material respects in accordance with:

2.2.1. these Terms; and

2.2.2. the description of the Service at https://www.abacusedutech.co.uk, www.tatimetabler.co.uk and/or such alternative or additional website as Abacus Edutech uses from to time to time (the **Website**).

Abacus Edutech shall, as the Customer's sole and exclusive remedy, use reasonable endeavours promptly to correct any event or circumstance resulting in a breach of this clause 2.1.

2.3. The Customer acknowledges that:

2.3.1. its access to the Service during any Trial Period and prior to the Initial Period is for trial and evaluation purposes only, and that the Service is made available without charge and on an 'as is, as available' basis, without further warranty from Abacus Edutech, during such period;

2.3.2. where Abacus Edutech facilitates the manual import of Customer records onto the Service in respect of any upcoming academic year before such records can be accessed by the Customer via the Interfacing Third Party, the Customer's use of the Service with such manually imported records is at the Customer's own risk, and the subsequent import of Customer records from the Interfacing Third Party

may result in loss of data stored on the Service, and/or necessitate additional input from the Customer to maintain availability of the Service; and

2.3.3. Abacus Edutech is not responsible for the Customer's arrangements with the Interfacing Third Party, or the accuracy of any data provided by the Interfacing Third Party to the Customer.

2.4. Abacus Edutech does not warrant that the Service is fit for the Customer's purposes, or will be error free or uninterrupted. Abacus Edutech shall not be liable for the transfer of data over communications facilities, including the internet, and any limitations, delays, and other problems inherent in the use of such communications facilities.

2.5. Abacus Edutech shall use reasonable endeavours to meet any performance dates agreed by the Parties, but any such dates shall be estimates only and time shall not be of the essence for performance of the Service.

2.6. Abacus Edutech shall use reasonable endeavours to make the Service available during normal business hours of 8am to 6pm, Monday to Friday, and outside those hours, except for periods where the Service is unavailable on account of:

2.6.1. planned maintenance, which will be carried out outside normal business hours where practicable; or

2.6.2. unscheduled maintenance, which may be undertaken at any time reasonably required; or

2.6.3. other reasons outside the reasonable control of Abacus Edutech.

2.7. Abacus Edutech grants to the Customer a non-exclusive, non-transferable, revocable right and licence to receive and use the Service in its business during the term of the Contract subject to and in accordance with these Terms. The Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause 2.7.

2.8. Abacus Edutech confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

3. Intellectual Property and Content

3.1. The Customer acknowledges and agrees that Abacus Edutech and its licensors own all intellectual property rights in the Service, the Website, any software used in the delivery of the Service and in any other material created or prepared by Abacus Edutech, whether or not provided to the Customer, in performing the Service. Except as expressly stated in this Agreement, these Terms do not grant the Customer any rights to, under or in, any intellectual property of any kind, or any other rights or licences in respect of the Service or the Website.

3.2. The Customer retains copyright and any other rights they already hold over all information, data, text, software, music, sound, photographs, graphics, video, messages, or any other materials whatsoever (collectively, **Content**) that is uploaded, posted, emailed or otherwise held or transmitted by the Service or which the Customer generates using the Service. The Customer grants Abacus Edutech a non-exclusive, royalty-free, non-transferable licence to store, process, copy and modify any Content for the term of the Contract for the purpose of providing the Service to the Customer.

3.3. All Content stored on or processed through the Service is the responsibility of the Customer. This means that the Customer, and not Abacus Edutech, is entirely responsible for all Content that is uploaded, posted, emailed or otherwise held or transmitted by the Service or which the Customer generates using the Service. The Customer warrants and confirms that:

3.3.1. it has the right to use such Content for such purposes and such use of the Content shall not infringe any intellectual property rights or any other rights of any third party;

3.3.2. it shall not store on or process through the Service, nor permit any user to store on or process through the Service, any Content which:

3.3.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.3.2.2. facilitates illegal activity;

3.3.2.3. depicts sexually explicit images;

3.3.2.4. promotes unlawful violence;

3.3.2.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.3.2.6. is otherwise illegal or causes damage or injury to any person or property; and

3.3.3. it shall procure that each individual user of the Service complies with the provisions of this clause 3.3 in respect of Content.

3.4. The Customer shall indemnify Abacus Edutech against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interests, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Abacus Edutech arising out of or in connection with any breach of clause 3.3, or any claim made against Abacus Edutech for actual or alleged infringement of a third party's intellectual property rights, or any other claim arising out of or in connection with any Content supplied to Abacus Edutech or generated by the Customer within or outside the scope of these Terms.

4. Responsibilities

4.1. The Customer will co-operate with Abacus Edutech during the preparation and performance of the Service and make available such Facilities (as that term is defined in clause 4.2 below) as Abacus Edutech reasonably requires. The Customer will not charge Abacus Edutech for use of the Facilities.

4.2. **Facilities** means computer equipment, software (including suitable management information system (**MIS**) software) access to the internet and the Customer's computer network, telecommunications system etc, and shall include not only access to such resources but also use of them to the extent required by Abacus Edutech in order to perform the Service.

4.3. The Customer will provide Abacus Edutech with such information and materials as Abacus Edutech may reasonably require in order to supply the Service, and ensure that such information is complete and accurate in all material respects.

4.4. Abacus Edutech warrants that it will use reasonable care and skill in performing the Service but gives no warranties as to the suitability of the Customer's software (including its MIS software), hardware or network which may compromise the performance of the Service.

4.5. The Customer is responsible for having sufficient, competent technical support personnel available who will co-operate and assist Abacus Edutech as reasonably required by Abacus Edutech.

4.6. The Customer is responsible for ensuring that Abacus Edutech is given permission to access the required information through its administration of the Wonde API (or the API of any relevant Interfacing Third Party).

4.7. The Customer shall keep materials, equipment, documents and other property of Abacus Edutech (**Abacus Edutech Materials**) at its premises in safe custody at its own risk, maintain the Abacus Edutech Materials in good condition until returned to Abacus Edutech, and not

dispose of or use the Abacus Edutech Materials other than in accordance with Abacus Edutech's written instructions or authorisation.

4.8. Abacus Edutech shall not be responsible for data loss arising as a result of the Customer changing the MIS software it uses. The Customer acknowledges that such a change in MIS software:

4.8.1. will result in the loss of Content stored on the Service using the original MIS – this will need to be re-imported through the Integrating Third Party following the change to the new MIS; and

4.8.2. will necessitate additional input from the Customer to maintain availability of the Service, and that Abacus Edutech reserves the right to charge for any additional work requested by the Customer to support the Customer in reconstituting the Content in such circumstances.

4.9. Abacus Edutech shall not be required to provide any support services, which include the diagnosis and rectification of any fault, where such fault results from the Customer's:

4.9.1. mis-use of the Service;

4.9.2. failure to comply with any provision of these Terms; or

4.9.3. failure to report the incident to Abacus Edutech promptly.

4.10. The Customer is responsible for ensuring that all users it permits to use the Service:

4.10.1. are entitled to access the information stored within it in accordance with applicable law and the Customer's internal data management policies (and that any such user's rights of access are promptly removed if they cease to be so entitled, for example where they cease to be employed by the Customer);

4.10.2. comply with the User Terms and Conditions (for Individuals) available *here*; and

4.10.3. are aware of these Terms, and do nothing that would constitute a breach of these Terms on the part of the Customer.

4.11. Abacus Edutech shall not be responsible for any failure or delay in the performance of any of its obligations under these Terms, or for any loss or corruption of data stored in connection with the Service, to the extent that such failure or delay is caused by any act or omission by the Customer (including any change to the hardware, software or network used by the Customer which affects the availability of the Service) or failure by the Customer to perform any relevant obligation under these Terms (**Customer Default**). In such circumstances, Abacus Edutech shall have the right, without limiting or affecting any other right or remedy available to it:

4.11.1. to suspend performance of the Service until the Customer remedies the Customer Default; and

4.11.2. to charge for any additional work required on the part of Abacus Edutech or its sub-contractors to perform the relevant obligations in such circumstances.

5. System Requirements, Improvements and Updates

5.1. Abacus Edutech reserves the right to:

5.1.1. add or remove functionality to the Service;

5.1.2. provide additional services from time to time;

5.1.3. introduce updates to the system;

which may at Abacus Edutech's sole discretion either be provided as part of the Service or made available for an additional fee.

6. Fee

6.1. The Customer shall pay to Abacus Edutech:

6.1.1. in respect of the Initial Period, the fees specified on the Website prior to the submission of the school set-up form (or otherwise agreed between the parties in writing) comprising the licence fee and the MIS integration charge; and

6.1.2. in respect of each Renewal Period, the licence fee notified to the Customer by Abacus Edutech not later than 40 days before the commencement of such Renewal Period;

6.1.3. any additional fees which Abacus Edutech is entitled to charge to the Customer under these Terms from time to time;

(the **Fee**).

6.2. Unless otherwise specified by Abacus Edutech in the relevant invoice, the Customer shall pay each invoice submitted by Abacus Edutech within 30 days of the date of invoice and in full and in cleared funds to a bank account nominated in writing by Abacus Edutech. The invoice number and relevant reference numbers shall be quoted by The Customer at the time of making payment. Time for payment shall be of the essence of these Terms.

6.3. If Abacus Edutech has not received payment within 14 days after the due date then, without prejudice to the rights of Abacus Edutech under clause 10.2, interest shall accrue on a daily basis on all due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.4. All amounts and fees stated or referred to in these Terms:

6.4.1. shall be payable in pounds sterling;

6.4.2. are exclusive of value added tax, which shall be added to Abacus Edutech's invoice(s) at the appropriate rate.

7. Confidentiality

7.1. Each Party undertakes that it will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by the following paragraph.

7.2. Each Party may disclose the other's confidential information:

7.2.1. to its respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out its respective obligations under these Terms. Each Party will ensure that such employees, officers, representatives, subcontractors or advisers comply with this paragraph; and

7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3. Each Party may only use the other's confidential information for the purpose of fulfilling its respective obligations under these Terms.

8. Data Protection

8.1. The Parties shall enter into the separate Data Processing Agreement (available here) which sets out the terms on which Abacus Edutech processes any personal data on behalf of the Customer (or any authorised third party, as applicable) in connection with the Service.

8.2. When the Customer submits its school set-up form, the Customer consents to such processing and warrants that it has all appropriate consents and notices in place to enable lawful transfer of such personal data for the duration and purposes of the Contract.

9. Limitation of liability

9.1. Neither Party excludes or limits in any way its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited by law.

9.2. Subject to clause 9.1 above, Abacus Edutech shall not be liable to the Customer in contract (including under any indemnity), tort, negligence, breach of statutory duty or otherwise for any:

9.2.1. loss of profits or turnover;

9.2.2. loss of business;

9.2.3. loss of goodwill;

9.2.4. loss arising from loss, destruction or corruption of software, data or information; or

9.2.5. any indirect or consequential of any nature.

9.3. Subject to the clauses above and in the Data Processing Agreement, Abacus Edutech's total liability under or in connection with the Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Fees paid or payable by the Customer for the Service under these Terms in the 12 month period immediately preceding the event or series of events giving rise to the relevant claim (or, in respect of any such liability arising from the Customer's use of the Service during the Trial Period, an amount which is equivalent to the current standard Fees payable for a 3 month period, as detailed on the Abacus Edutech company website).

9.4. The Customer acknowledges that, in the event of any loss or corruption of data stored in connection with the Service, however caused:

9.4.1. Abacus Edutech will use reasonable endeavours to restore such data from its most recent back-up, but shall not be liable for any additional input required from the Customer to restore the data, or any loss arising from the loss or corruption of the data; and

9.4.2. that Abacus Edutech reserves the right to charge for any additional work requested by the Customer to support the Customer in reconstituting the data in such circumstances.

10. Termination

10.1. Either Party may terminate the Contract for convenience with effect at the end of the Trial Period, the Initial Period or any Renewal Period by providing the other Party with not less than 30 days' notice in writing in advance of such date. Termination of the Contract for convenience in accordance with this clause 10.1 does not entitle the Customer to recompense in any way and any recompense offered will be at the discretion of Abacus Edutech.

10.2. If the Customer:

10.2.1. fails to make any payment due from it under these Terms by the due date; or

10.2.2. is otherwise in material breach of any of these Terms, and fails to remedy such defect (if capable of remedy) within 14 days of receiving notice from Abacus Edutech of such breach;

Abacus Edutech is entitled to suspend or terminate this Contract immediately on notice without recompense to the Customer.

10.3. Abacus Edutech may terminate this Contract immediately on notice without recompense to the Customer if the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Customer (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a bankruptcy order is made or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of Abacus Edutech's assets or if the Customer enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

10.4. Abacus Edutech may terminate this Contract:

10.4.1. immediately on notice to the Customer in the event that any third party provider of software, infrastructure or services on which Abacus Edutech is dependent in respect of the provision of the Service ceases to provide such software, infrastructure or services, or withdraws, suspends or terminates any right permitting Abacus Edutech to use such software, infrastructure or services in connection with the provision of the Service;

10.4.2. at any time for convenience on not less than six months' notice to the Customer;

provided that, where Abacus Edutech terminates the Contract in accordance with this clause 10.4, it shall repay to the Customer any Fees paid to the extent that they have been pre-paid in respect of the period following such termination.

10.5. On termination for any reason:

10.5.1. all rights granted to the Customer under this Contract shall cease;

10.5.2. the Customer shall cease all activities authorised by this Contract;

10.5.3. the Customer shall immediately pay to Abacus Edutech any sums due to Abacus Edutech under this Contract; and

10.5.4. data in respect of the Customer will be deleted in accordance with Abacus Edutech's data retention policy, and the Customer acknowledges that any such data, including any data in respect of the Customer inputted onto the Service, will cease to be available to the Customer on termination.

11. General

11.1. Neither Party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2. These Terms (together with the Data Processing Agreement) constitute the entire agreement between the Customer and Abacus Edutech and govern the Customer's use of the Service.

11.3. Each of the Parties acknowledges that, in entering into these Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these Terms, and any conditions, warranties or other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law. Nothing in these Terms excludes liability for fraud.

11.4. Except as set out in these Terms, no variation of the Contract shall be effective unless set out in writing and signed by duly authorised representatives of the Parties.

11.5. Except as set out in these Terms, the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Abacus Edutech. No failure or delay by Abacus Edutech in exercising any right, power or privilege under these Terms shall impair the same or operate as a waiver of the same nor shall any single or partial

exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.

11.6. These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.7. The Customer and Abacus Edutech agree that these Terms will be governed by English law and irrevocably submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under these Terms.

11.8. If any provision is determined to be illegal or unenforceable, such provision shall be deemed to have been deleted without affecting the remaining provisions.

11.9. Any notice or other communication given to a party under or in connection with the Contract shall be:

11.9.1. in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

11.9.2. by email, to the email address sales@abacusedutech.co.uk, or such email address as the Customer inputs when submitting the customer set-up form, or such other email address as the Customer notifies to Abacus Edutech for such purposes.

11.10. Any notice or communication shall be deemed to have been received:

11.10.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

11.10.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

11.10.3. if sent by email, 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

11.11. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

User Terms and Conditions (for Individuals)

These *User Terms and Conditions (for Individuals)* govern the legal relationship between you (as an individual) and Abacus Edutech Limited, when you access and use any service which is provided by Abacus Edutech to the organisation you represent.

For the terms and conditions that apply to the legal relationship between Abacus Edutech Limited and the organisation you represent, please see the *Customer Terms and Conditions (for Organisations)*, which are set out in full above these *User Terms and Conditions (for Individuals)*.

Please read these terms carefully before setting up your user account, since by setting up your user account you agree to comply with them.

1. Basis of agreement

1.1. These terms and conditions (the **Terms**) shall apply to you (as an individual) (**you**, **your** or similar) when you access and use any service (the **Service**), which is provided 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 (**Abacus Edutech**) to the organisation you represent (the **Customer**), being the educational institution which uses the Service.

1.2. By setting up a user account to access the Service you confirm that you accept these Terms and that you agree to comply with them in respect of your use of the Service.

1.3. 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:

1.3.1. the Abacus Edutech Privacy Notice;

1.3.2. the Abacus Edutech Website Terms of Use;

1.3.3. the TA Timetabler Privacy Notice;

and any other notices, agreements and terms which we publish from time to time in respect of the products and services we make available through the site. These notices can be found here.

2. Intellectual Property and Content

2.1. You acknowledge and agree that Abacus Edutech and its licensors own all intellectual property rights in the Service, the websites at https://www.abacusedutech.co.uk, www.tatimetabler.co.uk and/or such alternative or additional website as Abacus Edutech uses from to time to time (the **Website**), any software used in the delivery of the Service and in any other material created or prepared by Abacus Edutech, whether or not provided to the Customer or made available to you, in performing the Service. Except as expressly stated in this Agreement, these Terms do not grant the Customer or you any rights to, under or in, any intellectual property of any kind, or any other rights or licences in respect of the Service or the Website.

2.2. You acknowledge and agree that, as between Abacus Edutech and the Customer, the Customer retains copyright and any other rights they already hold over all information, data, text, software, music, sound, photographs, graphics, video, messages, or any other materials whatsoever (collectively, **Content**) that is uploaded, posted, emailed or otherwise held or transmitted by the Service or which you or the Customer generate using the Service. To the extent that you own any such rights in the Content, you grant Abacus Edutech a non-exclusive, royalty-free, non-transferable licence to store, process, copy and modify any Content for the term of the Contract for the purpose of providing the Service to the Customer.

2.3. All Content stored on or processed through the Service is the responsibility of the Customer. This means you and the Customer, and not Abacus Edutech, are responsible for all Content which you upload, post, email, or otherwise hold or transmit by the Service or which you generate using the Service. You warrant and confirm that:

2.3.1. you and the Customer have the right to use such Content for such purposes and such use of the Content shall not infringe any intellectual property rights or any other rights of any third party;

2.3.2. you shall not store on or process through the Service, nor permit any other person accessing the Service through your account, to store on or process through the Service, any Content which:

2.3.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2.2. facilitates illegal activity;

2.3.2.3. depicts sexually explicit images;

2.3.2.4. promotes unlawful violence;

2.3.2.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.3.2.6. is otherwise illegal or causes damage or injury to any person or property.

3. Responsibilities

3.1. You will provide Abacus Edutech with such information as Abacus Edutech may reasonably require in order to supply the Service, and ensure that such information is complete and accurate in all material respects.

3.2. You shall keep materials, equipment, documents and other property of Abacus Edutech (**Abacus Edutech Materials**) at the Customer's premises in safe custody, maintain the Abacus Edutech Materials in good condition until returned to Abacus Edutech, and not dispose of or use the Abacus Edutech Materials other than in accordance with Abacus Edutech's written instructions or authorisation.

3.3. You shall comply with the Abacus Edutech Privacy Notice, which can be found at https://www.abacusedutech.co.uk/legal-notice, and shall do nothing which would constitute a breach by the Customer of the Customer's obligations under the *Customer Terms and Conditions (for Organisations)*, which can also be found at https://www.abacusedutech.co.uk/legal-notice.

3.4. You shall not access the Service or any information held or transmitted through the Service unless you are entitled to access the Service and such information in accordance with applicable law and the Customer's internal data management policies (and shall cease to access the Service and any such information if you cease to be so entitled, for example where you cease to be employed by the Customer.

3.5. 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.

3.6. 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.

3.7. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@adbacusedutech.co.uk.