

## HUB Terms of Use

These terms of use (**Terms**) represent a legal agreement between you (**End-user or you**) and West Country Business Systems (Holdings) Limited of Landmark House, Wirral Park Road, Glastonbury, Somerset BA6 9FR (**Licensor, us, our or we**).

We operate the website and HUB services for the benefit of schools, Local Education Authority (LEAs) or similar organisations, their staff, students and parents (collectively, **Users**).

Access and use of HUB is subject to the relevant terms set out below.

By accessing HUB, creating or accessing a user account, using HUB, and/or completing the necessary action to confirm acceptance of the Terms, these Terms will be binding upon you. If you do not agree to these Terms, you should not use HUB and must not access any of the Services.

**We recommend that you print a copy of these Terms for future reference.**

### AGREED TERMS

#### 1. ACKNOWLEDGEMENTS

- 1.1 These Terms apply to HUB, including any updates or supplements to HUB.
- 1.2 We may change these Terms at any time by posting the latest version on HUB. You may be required to read and accept them to continue your use of HUB and, in any event, your continued use of HUB will constitute your acceptance of the amended Terms.
- 1.3 You agree that you are responsible for procuring internet access in order to access HUB and will be responsible for all data charges you incur through use of HUB. You accept responsibility in accordance with these Terms for the use of HUB.
- 1.4 The terms of our privacy policy from time to time, see [WCBS Privacy & Cookies Policy \(Privacy Policy\)](#) are incorporated into these Terms and apply to your use of HUB. Additionally, by using HUB, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using HUB may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.5 You acknowledge and agree when creating a new user account that you have not previously been suspended or removed from HUB and that you do not already have a user account.
- 1.6 We work with a variety of commercial partners that use HUB to interact with you (**Partners**). By interacting with these Partners, you agree that your data (including personal data) may be shared with the Partners and that they may contact you regarding their products and services.
- 1.7 HUB may contain links to and content from other independent third-party websites or features, including those of Partners (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.8 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

#### 2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to access HUB subject to these Terms and the Privacy Policy. We reserve all other rights.
- 2.2 We reserve the right to modify or terminate your access to HUB for any reason, without notice, at any time, and without liability to you. You can deactivate your user account by contacting us at [sales@wcbs.co.uk](mailto:sales@wcbs.co.uk). If we terminate your access to HUB or you ask us to deactivate your account, all your profile information and all other data will no longer be available to you or accessible through your account, but those materials and data may persist and continue to appear within HUB.
- 2.3 Please note that in some circumstances, your continued use of HUB may be required by your employer and you may not be able to terminate your account.
- 2.4 Your licence to access and use HUB is personal to you and you are responsible for any activity that occurs through your user account. You agree you will not sell, transfer, license or assign your account, username, or any account rights (or attempt to do any of the same). With the exception of

parents/guardians who are expressly authorised to create accounts on behalf of their children who are under 13, you agree that you will not create an account for anyone other than yourself.

- 2.5 You represent that all information you provide or have provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

### 3. LICENCE RESTRICTIONS

Except as expressly set out in these Terms or as permitted by any local law, you agree:

- (a) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify HUB;
- (b) not to make alterations to, or modifications of, the whole or any part of HUB; and
- (c) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of HUB or attempt to do any such thing.

### 4. USE OF HUB

- 4.1 HUB enables you to create and access a user account for the purposes of connecting and interacting with a school, other users and with Partners, and uploading and posting Content (as defined below) which may be publicly viewable.
- 4.2 You warrant and represent that you have the legal right and capacity to enter into these Terms in your jurisdiction.
- 4.3 You warrant and represent that any data, images, photographs, text, information, logos, representations, comments, ideas, concepts, links, graphics, and/or other materials (**Content**) that you upload and post via the Services is your original material, or that you have the legal right to use such Content and sub-license such use to us in accordance with these Terms.
- 4.4 You are responsible for maintaining the security of your user account details, including the username and password. You should change these regularly. You must not disclose any of the same to a third party. If you become aware, or reasonably suspect, that a third party has obtained access to your user account, you must notify us immediately. We reserve the right to suspend or permanently disable access to any user account we reasonably believe has been shared with, or accessed by, a third party.
- 4.5 You must:
- (a) be at least 13 years old to use HUB (if you are under 13, you may access and use HUB only with parental guidance);
  - (b) not use HUB in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into any of the Services;
  - (c) not infringe our intellectual property rights or those of any third party in relation to your use of HUB, including by the submission of Content;
  - (d) not transmit or post any Content that is defamatory, offensive or otherwise objectionable, including but not limited to Content that includes anything of a violent, pornographic, discriminatory, unlawful, hateful or sexual nature, in relation to your use of HUB;
  - (e) not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Services;
  - (f) be solely responsible for your conduct and any Content that you submit, post or display on or via HUB; or
  - (g) comply with any acceptable use or other community policy we have in place, accessible via HUB.
- 4.6 Violation of these Terms may, in our sole discretion, result in suspension or termination of your user account and access to any or all of HUB. You understand and agree that we cannot and will not be responsible for the Content posted on HUB, or for the conduct of other HUB users (including Partners), and your use of HUB is entirely at your own risk.
- 4.7 We reserve the right to refuse access to any or all of HUB to anyone for any reason at any time.
- 4.8 We may, but shall have no obligation to, remove, edit, block, and/or monitor content or accounts containing content that we determine in our sole discretion violates these Terms. If you become aware of any content which you believe may violate these Terms, please contact us immediately at [sales@wcbs.co.uk](mailto:sales@wcbs.co.uk) with details.

- 4.9 You are solely responsible for your interaction with other users of HUB. We reserve the right, but shall have no obligation to, monitor or become involved in disputes between you and other users and take such action as we deem necessary.
- 4.10 In the event that HUB displays advertisements and promotions, you hereby agree to the placement of such advertisements and promotions on HUB as we see fit. You acknowledge and agree that clicking on any advertisement or promotion may take you to Third-party Sites, for which we do not accept any responsibility.

## **5. INTELLECTUAL PROPERTY & OTHER RIGHTS**

- 5.1 You acknowledge that all intellectual property rights in HUB anywhere in the world belong to us or our licensors, and that you have no rights in, or to HUB other than the right to use them in accordance with these Terms.
- 5.2 You acknowledge that you have no right to have access to HUB in source-code form.
- 5.3 The HUB name and logo are registered trademarks of West Country Business Systems (Holdings) Limited, and may not be copied, imitated or used, in whole or in part, without our prior written permission.
- 5.4 You remain the legal owner of any Content you upload and post via HUB. You grant us a non-exclusive, royalty-free, transferable, sub-licensable, perpetual, worldwide licence to use such Content as we see fit. In particular, but without limiting the foregoing, you agree that we may sub-licence the use of your Content to any Partner with which you interact.
- 5.5 You acknowledge and agree that posting any Content via HUB makes such Content publicly available and other users of HUB can view, interact with, exploit and share such Content, whether via HUB, Third-party Sites, or otherwise. We are not responsible for other users' use of the Content and we hereby disclaim any liability in relation to the same.
- 5.6 We do not represent or warrant that the provision of HUB will be uninterrupted or error-free. There will be occasions when HUB may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
- 5.7 We reserve the right to remove any Content from HUB for any reason, without prior notice. Content removed from HUB may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. We encourage you to maintain your own backup of your Content. You agree that you will not rely on any of HUB for backup or storage purposes. We will not be liable to you for any modification, suspension, or discontinuation of HUB, or the loss of any Content.
- 5.8 Except as otherwise described in our Privacy Policy, as between you and us, your Content will be non-confidential, and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place us in a position that is any different from the position held by members of the general public, including with regard to your Content.

## **6. WARRANTIES DISCLAIMER**

- 6.1 HUB and all content and materials contained or available therein, are provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither we nor any of our group companies, employees, officers or agents, make any representations or warranties of any kind, whether express or implied, as to:
  - (a) HUB, its content or functionality; or
  - (b) the security associated with the transmission of information to or via HUB.
- 6.2 We hereby disclaim any and all warranties, whether express or implied, including but not limited to those as to quality, fitness for purpose, non-infringement, title, quiet enjoyment, or freedom from viruses or malware.
- 6.3 We do not warrant or represent that any of the information available via HUB is accurate or complete. You should not rely on any such information for decision-making purposes.
- 6.4 We do not warrant or represent that your use of HUB is lawful in any particular jurisdiction and you are responsible for ensuring that your access and use of HUB complies with all local laws and regulations. You warrant to us that your activities are lawful in every jurisdiction in which you access or use HUB.

## **7. LIMITATION OF LIABILITY**

- 7.1 You acknowledge that HUB has not been developed to meet your individual requirements.

- 7.2 We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity (whether direct or indirect and whether or not foreseeable).
- 7.3 Subject to clause 7.5 and to the fullest extent permissible by law, we shall not be liable to you for any losses, whether in contract, tort, statutory duty or otherwise (including but not limited to direct, indirect, special, incidental or consequential losses or damages), that are directly or indirectly related to:
- (a) your access and use of HUB or that of third parties;
  - (b) the content available on HUB;
  - (c) your inability to use HUB;
  - (d) use of your Content by third parties;
  - (e) any third-party claim of intellectual property infringement in relation to your Content or any other user content;
  - (f) any damage to any computer, mobile device, or other equipment or technology, including but not limited to any damage which results from any security breach or from any virus, bug, malware or fraud;
  - (g) loss of, or damage to, any Content or other data; or
  - (h) accuracy of information or results,
- whether or not such losses are foreseeable and regardless of whether we have been advised or, or should have known about, the possibility of such damages.
- 7.4 Subject to clauses 7.2 and 7.3, our maximum aggregate liability under or in connection with this contract (including your use of HUB) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500. This does not apply to the types of loss set out in condition 7.5.
- 7.5 Nothing in these Terms shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any other liability that cannot be excluded or limited by English law.

## 8. INDEMNITY

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal fees and costs, arising out of or in any way connected with any of the following:

- (a) your Content or your access to or use of HUB;
- (b) your breach or alleged breach of these Terms;
- (c) your violation of any third-party rights, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights; or
- (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities.

## 9. TERMINATION

- 9.1 Without prejudice to our other rights and remedies under these Terms and in law, we may terminate your access to the Services immediately by written notice to you:
- (a) if you commit a material or persistent breach of these Terms. For the avoidance of doubt, any breach of clauses 3 or 4 shall be deemed a material breach; or
  - (b) if you breach any of the Licence Restrictions or any provisions of our acceptable use or other community policies.
- 9.2 On termination for any reason:
- (a) all rights granted to you under these Terms shall cease;
  - (b) you must immediately cease all activities authorised by these Terms, including your access to any registered user accounts and/or use of HUB; and

- (c) we may deactivate and/or delete your user account and you agree not to attempt to access your user account or create any other user account without our prior written consent.

9.3 You acknowledge and agree that on termination of your rights under these Terms, or otherwise notwithstanding the deletion, deactivation or non-use of your user account, we may continue to store and use your Content in accordance with these Terms.

## **10. COMMUNICATION BETWEEN US**

10.1 If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to [sales@wcbs.co.uk](mailto:sales@wcbs.co.uk) or West Country Business Systems (Holdings) Limited, Unit 7, Landmark House, Wirral Park Road, Glastonbury, Somerset BA6 9FR. We will confirm receipt of this by contacting you in writing, normally by e-mail.

10.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us.

## **11. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.

## **12. OTHER IMPORTANT TERMS**

12.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

12.2 These Terms, together with any documents referred to in them (including, but not limited to, our Privacy Policy) constitute the entire agreement between you and us and govern your use of the Services, superseding any prior agreements between you and us.

12.3 No third party shall have the right to enforce any provision in these Terms.

12.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

12.5 Each of the clauses in these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

12.6 Please note that the agreement between us, comprising these Terms, its subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction in relation to any claim or dispute arising out of or in connection with it (whether contractual or non-contractual).