

## **TERMS OF WEBSITE USE**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our websites [www.classroommonitor.co.uk](http://www.classroommonitor.co.uk) [www.classroommonitor-online.co.uk](http://www.classroommonitor-online.co.uk) (our “sites”), whether as a guest or a registered user of our Classroom Monitor software. Please read these terms of use carefully before you start to use our sites. By using our sites, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our sites.

### **INFORMATION ABOUT US**

[www.classroommonitor.co.uk](http://www.classroommonitor.co.uk) and [www.classroommonitor-online.co.uk](http://www.classroommonitor-online.co.uk) are sites operated by Prime Principle Limited (“we”, “our” and “us”). We are registered in England and Wales under company number 05112203 and have our registered office at 49 Stoney Street, Nottingham, NG1 1GA. Our VAT number is 809575106.

We are a limited company.

### **ACCESSING OUR SITES, ACCEPTABLE USE CONDITIONS AND CONTENT STANDARDS**

Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice (see below). We will not be liable if for any reason our sites are unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our sites, or both entire sites, to users who have registered with us. This is particularly the case with access to our Classroom Monitor software.

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, and you must not disclose it to any third party. 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 opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms, and that they comply with them.

You may use our sites only for lawful purposes. You may not use our sites:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;

- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use; and
- not to access without authority, interfere with, damage or disrupt: (a) any part of our sites; (b) any equipment or network on which our sites are stored; (c) any software used in the provision of our sites; or (d) any equipment or network or software owned or used by any third party.

The following content standards apply to any and all material which you contribute to our sites or upload to our Classroom Monitor software ("contributions"), and to any interactive services associated with it.

You must comply with the spirit of the following content standards as well as the letter. These standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;

- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

We will determine, in our discretion, whether there has been a breach of any of the acceptable use conditions and/or content standards set out above through your use of our sites. When any such breach has occurred, we may take such action as we deem appropriate.

Failure to comply with any of the acceptable use conditions and/or content standards set out above constitutes a material breach of these terms of use upon which you are permitted to use our sites, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our sites;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our sites;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to any breach of any of the acceptable use conditions and/or content standards set out above. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights on both our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal reference and you may draw the attention of others within your organisation to material posted on our sites.

Our status (and that of any identified contributors) as the authors of material on our sites must always be acknowledged.

You must not use any part of the materials on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our sites are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents.

## **OUR SITES CHANGE REGULARLY**

We aim to update our sites regularly, and may change the content at any time. If the need arises, we may suspend access to our sites, or close them indefinitely. Any of the material on our sites may be out of date at any given time, and we are under no obligation to update such material.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITES**

We are committed to protecting and respecting your privacy.

These terms of use and any other documents referred to in these terms of use set out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following provisions carefully to understand our views and practices regarding your personal data and how we will treat it. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

For the purpose of the Data Protection Act 1998 (the "Act"), the data controller is Prime Principle Limited of 49 Stoney Street, Nottingham, NG1 1LX.

Our nominated representative for the purpose of the Act is David Francis.

## **INFORMATION WE MAY COLLECT FROM YOU**

We may collect and process the following data about you:

- information that you provide by filling in forms on our sites or information provided by your employer in order to allow you access to the restricted areas of our sites (for example, our online Classroom Monitor software). This includes information provided at the time of registering to use our sites, subscribing to our Classroom Monitor software, posting material or requesting further services;
- if you contact us, we may keep a record of that correspondence;
- details of transactions you carry out through our sites;
- details of your visits to our sites including, but not limited to, traffic data, location data, weblogs and other communication data, and the resources that you access; and
- email addresses collected for our termly Classroom Monitor newsletter.

## **IP ADDRESSES AND COOKIES**

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our sites and to deliver a better and more personalised service. They enable us:

- to estimate our audience size and usage pattern;
- to store information about your preferences, and so allow us to customise our sites according to your individual interests;
- to speed up your searches; and
- to recognise you when you return to our sites.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our sites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our sites.

## **WHERE WE STORE YOUR PERSONAL DATA**

The data that we collect from you may be transferred to, and stored at, a destination inside the European Economic Area ("EEA"). It may also be processed by staff operating inside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other

things, the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these terms of use.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our sites; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### **USES MADE OF THE INFORMATION**

We use information held about you in the following ways:

- to ensure that content from our sites is presented in the most effective manner for you and for your computer;
- to provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;
- to carry out our obligations arising from any contracts entered into between you and us, or your employer and us; and
- to notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

#### **DISCLOSURE OF YOUR INFORMATION**

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

We may disclose your personal information to third parties:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply these terms of website use, our online Classroom Monitor access terms and conditions [http://www.classroommonitor.co.uk/legal/classroom\\_monitor\\_access\\_terms.pdf](http://www.classroommonitor.co.uk/legal/classroom_monitor_access_terms.pdf) and/ or any other agreements; or to protect the rights, property, or safety of our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

#### **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [support@classroommonitor.co.uk](mailto:support@classroommonitor.co.uk)

Our sites may, from time to time, contain links to and from the websites of third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

#### **TRANSACTIONS CONCLUDED THROUGH OUR SITES**

Contracts for access to our Classroom Monitor software formed through our sites or as a result of visits made by you are governed by our online Classroom Monitor access terms and conditions [http://www.classroommonitor.co.uk/legal/classroom\\_monitor\\_access\\_terms.pdf](http://www.classroommonitor.co.uk/legal/classroom_monitor_access_terms.pdf)

#### **UPLOADING MATERIAL TO OUR SITES**

Whenever you make use of a feature that allows you to upload material to our sites, or to make contact with other users of our sites, you must comply with the content standards set out above. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Except in relation to any material you upload to our Classroom Monitor software, any material you upload to our sites will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our sites constitutes a breach of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our sites.

We have the right to remove any material or posting you make on our sites if, in our opinion, such material does not comply with the content standards set out above.

#### **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites 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 sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any material posted on it, or on any website linked to it.

#### **LINKING TO OUR SITES**

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, but 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.

You must not establish a link from any website that is not owned by you.

Our sites 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. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out above.

If you wish to make any use of material on our site other than that set out above, please address your request to [support@classroommonitor.co.uk](mailto:support@classroommonitor.co.uk)

## **LINKS FROM OUR SITES**

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **TRADE MARK**

“Classroom Monitor” is a UK registered trade mark of Prime Principle Limited.

## **VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

## **OUR LIABILITY**

Except to the extent provided for in any other agreement you have with us, the material displayed on our sites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our sites or in connection with the use, inability to use, or results of the use of our sites, any websites linked to it and any materials posted on it, including (without limitation) any liability for:
  - any loss of income or revenue;
  - any loss of business;
  - any loss of profits or contracts;
  - any loss of anticipated savings;
  - any loss of data;
  - any loss of goodwill;
  - any wasted management or office time; and/or
  - any other loss or damage of any kind,

however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not in any way exclude or limit our liability for: (i) death or personal injury arising from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited under applicable law.

#### **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our sites although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

Questions, comments and requests regarding these terms of use are welcomed and should be addressed to [support@classroommonitor.co.uk](mailto:support@classroommonitor.co.uk)