

## **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) and <https://new.classroommonitor.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), [www.classroommonitor-online.co.uk](http://www.classroommonitor-online.co.uk) and <https://new.classroommonitor.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 30 Woolpack Lane, 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 respect your privacy and are committed to protecting your personal data. These terms of use will inform you as to how we look after your personal data when you visit our sites (regardless of where you visit our sites from) and tell you about your privacy rights and how the law protects you.

These terms of use aim to give you information on how we collect and process your personal data through your use of our sites, including any data you may provide through our sites when you use the Classroom Monitor service, complete a contact form or a blog request. It is important that you read the following personal data-related provisions in these terms of use carefully, together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you, so that you are fully aware of how and why we are using your personal data. These terms of use supplement the other notices and are not intended to override them. By using our sites, you

warrant that all data provided by you is accurate. Please keep us informed if any data provided by you changes at any time.

For the purposes of applicable data protection law, the legal entity for whom or on whose behalf you are making use of our sites is the data controller and we are the data processor.

We have appointed a data privacy manager who is responsible for overseeing questions in relation to the personal data-related provisions in these terms of use. If you have any questions about any such provisions, including any requests to exercise your legal rights, please contact our data privacy manager using the contact details set out below.

- Title : Data Privacy Manager
- Email address: [dataprivacy@classroommonitor.co.uk](mailto:dataprivacy@classroommonitor.co.uk)
- Postal address: Prime Principle Limited, 30 Woolpack Lane, Nottingham, NG1 1GA

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Our sites may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our sites, we encourage you to read the privacy notice of every website you visit.

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

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, last name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes school address, postcode, email address and telephone numbers.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Profile Data** includes your username and encrypted password, preferences, feedback and survey responses.

- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

#### HOW IS YOUR PERSONAL DATA COLLECTED

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - apply for our products or services;
  - create an account on our website;
  - subscribe to our service or publications;
  - request marketing to be sent to you;
  - enter a competition, promotion or survey; or
  - give us some feedback.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see the IP Addresses and Cookies paragraph below for further details.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources as set out below:
  - Technical Data from analytics providers;
  - Identity and Contact Data from data brokers or aggregators; and
  - Identity and Contact Data from publicly available sources.

#### 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.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our sites. They include, for example, cookies that enable you to log into secure areas of our sites, use a shopping cart or make use of e-billing services.
- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our sites when they are using it. This helps us to improve the way our sites work, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our sites. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our sites, the pages you have visited and the links you have followed. We will use this information to make our sites and the advertising displayed on our sites more relevant to your interests. We may also share this information with third parties for this purpose.

Please note that third parties may also use cookies over which we have no control, including (but not limited to):

- TruConversion; and
- Google Analytics.

Please review the cookie policies of any third party sites to ensure you are happy with their terms.

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 use your browser settings to block all cookies (including essential cookies) you may be unable to access all or 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.

For more information about cookies, including further details as to what they are and how to refuse them, please visit [www.allaboutcookies.org](http://www.allaboutcookies.org) .

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

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you. For the purposes of these terms of use, performance of a contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests. For the purposes of these terms of use, legitimate interests means the interests of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- Where we need to comply with a legal or regulatory obligation. For the purposes of these terms of use, comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

Generally we do not rely on consent as a legal basis for processing your personal data. You have the right to withdraw consent to marketing at any time by contacting us.

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.



Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including:  (a) Manage payments, fees and charges  (b) Collect and recover money owed to us	(a) Identity (b) Contact  (c) Marketing and Communications	(a) Performance of a contract with you  (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include:  (a) Notifying you about changes to our terms or privacy policy  (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you  (b) Necessary to comply with a legal obligation  (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of a contract with you  (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)

		(b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and grow our business)

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

We will get your express opt-in consent before we share your personal data with any company outside our group of companies for marketing purposes.

You can ask us or third parties to stop sending you marketing messages at any time by logging into our sites and checking or unchecking relevant boxes to adjust your marketing preferences or by following the opt-out links on any marketing message sent to you or by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, product/service experience or other transactions.

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

#### **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;
- if we are under a duty to disclose or share your personal data in order to comply with any contractual or legal obligation, or in order to enforce or apply these terms of website use, our online Classroom Monitor access terms and conditions [https://files.classroommonitor.co.uk/uploads/2019/08classroom\\_monitor\\_access\\_terms-May2018.pdf](https://files.classroommonitor.co.uk/uploads/2019/08classroom_monitor_access_terms-May2018.pdf) and/or any other agreements; or
- to protect the rights, property or safety of our customers or others.

This includes exchanging information with service providers, with professional advisers, with HM Revenue & Customs, regulators and other authorities, and with other companies and organisations for the purposes of fraud protection and credit risk reduction.

#### **INTERNATIONAL TRANSFERS**

The data that we collect from you may be transferred to, and stored and processed at, a destination outside the European Economic Area ("EEA"). By submitting your personal data,

you agree to this transfer, storing or processing. We will take all steps reasonably necessary and implement adequate safeguards 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 security features and procedures in respect of such information.

#### **DATA SECURITY**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### **DATA RETENTION**

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data are available at [https://files.classroommonitor.co.uk/uploads/2019/08/classroom\\_monitor\\_access\\_terms-May2018.pdf](https://files.classroommonitor.co.uk/uploads/2019/08/classroom_monitor_access_terms-May2018.pdf)

In some circumstances you can ask us to delete your data: see the Your Legal Rights paragraph below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## YOUR LEGAL RIGHTS

You have the following rights under applicable data protection law in relation to your personal data:

- **request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it;
- **request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us;
- **request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request;
- **object to processing** of your personal data where we are relying on our legitimate interests (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms;
- **request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it;
- **request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you; and
- **withdraw consent** at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be

able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact our data privacy manager: see the Information About You And Your Visits To Our Sites paragraph above.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

#### **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

[https://files.classroommonitor.co.uk/uploads/2019/08/classroom\\_monitor\\_access\\_terms-May2018.pdf](https://files.classroommonitor.co.uk/uploads/2019/08/classroom_monitor_access_terms-May2018.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@primeprinciple.co.uk](mailto:support@primeprinciple.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 (but not limited to) 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**

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