

# TERMS OF USE

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This is an agreement between you ("You") and Raglan Primary School (the "School"). "We" and "Us" means both You and the School. The effective date of this Agreement is when You accept this Agreement in accordance with the procedure set out above.

You hereby consent to the exchange of information and documents between Us electronically over the Internet or by e-mail, and that this electronic Agreement shall be the equivalent of a written paper agreement between Us.

## 1. OWNERSHIP AND COPYRIGHT

You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, School names, trade-marks, logos and trade names contained on this web site (collectively the "Content") including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the School or its licensors, as the case may be.

## 2. PERMITTED USE

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You agree that You will not:

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(ii) create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the School or its licensors or allow any third-party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

#### 4. LICENSE TO USE YOUR INFORMATION

With the exception of personal information, You hereby grant to the School the perpetual, unlimited, royalty-free, worldwide, nonexclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any information or other content You provide on or through this web site or which is sent to the School by e-mail or other correspondence, including without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The School shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by the School in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

#### 5. PERSONAL INFORMATION

The School may from time to time, but is not obligated to, monitor your use of the web site and collect, store and use personal information about You for providing service you may of requested and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have.

YOU MAY ACCESS, CORRECT AND DELETE YOUR OWN PERSONAL INFORMATION STORED BY School BY CONTACTING US IN WRITING.

#### 6. LIMITATIONS ON LIABILITY AND DISCLAIMERS

THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THIS WEB SITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THIS WEB SITE AND THE CONTENT IS AT YOUR OWN RISK AND THE School ASSUMES

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THE School ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE School IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. THE School DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEB SITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

## 7. TERMINATION

This Agreement is effective until terminated by the School, with or without cause, in the School's sole and unfettered discretion. The School may terminate this Agreement without notice to You

if You fail to comply with any of its terms. Any such termination by the School shall be in addition to and without prejudice to such rights and remedies as may be available to the School, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the School, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

## 8. INDEMNITY

You agree at all times to indemnify, defend and hold harmless the School, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the School directly or indirectly in respect of:

(i) any information or other content You provide on or through this web site or which is sent to the School by e-mail or other correspondence; or

(ii) Your use or misuse of the Content or this web site, including without limitation infringement claims

## 9. GOVERNING LAW

The School, this web site and the Content (excluding linked web sites or content) are physically located within The United Kingdom. This Agreement will be governed by the laws of The United Kingdom.

## 10. DISPUTE RESOLUTION

In the event of a dispute, We agree to submit to the jurisdiction of the British courts.

## 11. INTERPRETATION

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in GBP

## 12. ENTIRE AGREEMENT

These terms and conditions and any and all legal notices on this web site constitute the entire agreement between You and the School with respect to the use of this web site and the Content. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the School unless executed by the School in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## 13. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

## 14. ENUREMENT

This Agreement shall inure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.