

The Grid - Terms of Use

This "Agreement" governs your organisation's Terms of Use ("Terms") of the Grid and is made between:

I. **TDK BUSINESS TECHNOLOGIES LIMITED** (Registration No: 03165961) of Glaisdale Drive East, Bilborough, Nottingham, NG8 4JJ (the "Company"); and
II. **YOUR ORGANISATION** ("Your Organisation", "You" or "Your").

1. Definitions

The following definitions apply:

"Content"
Information entered or uploaded to the Grid by Users.

"Users"
Users are:
-All staff members currently employed by Your Organisation, including governors.
-All students currently registered to Your Organisation, together with parents/guardians of said students.
-Any member of the general public who is required to inspect the services provided by Your Organisation (e.g. OFSTED inspectors).

2. Description of the Grid

The Grid is a multi-user web based service hosted on our servers that allows Users to record and view projects/activities assigned to groups/years covering a range of skills.

3. Limitations of Access

Access to the Grid is strictly limited to Users and is controlled by access passwords. In this regard You agree:

- 3.1 Not to divulge passwords to any individual other than Users;
- 3.2 Take all steps reasonably required to prevent unauthorised access to the Grid;
- 3.3 Promptly notify the Company of any unauthorised access.

4. Warranties and Disclaimers

4.1 The Company cannot guarantee that the Grid meets all of Your needs, is error free and free from interruptions. The Company will however use their best endeavours to provide the Grid with reasonable care and skill in accordance with good industry practice

4.2 Under no circumstances whatsoever shall the Company have any liability of any kind for the accuracy of Your Content or the use of Your Content by a third party.

4.3 Subject to the limitation of access defined in clause 3 You may at your own discretion allow individuals to view or edit Content. Once this access has been given, the Company has no responsibility to You on how such individuals use, disclose or remove Content contained therein;

4.4 The Company does not warrant, represent or undertake that the Grid accessed via the Internet will not contain any viruses, Trojan horses, contaminants or other harmful or destructive components.

5. Responsibility For Content

The Company will back up Content at regular intervals. However You acknowledge and agree that it is Your responsibility to take local copies of such Content in the event of data loss, system migration or User error.

6. Disclosure of Content and Confidentiality Clause

You agree to grant to the Company the right to use, access and disclose Content as follows:

6.1 to their affiliates and other companies and individuals engaged to perform system maintenance, support and other management or audit functions on their behalf. Use of Content by such affiliates, companies and individuals will be limited to the functions described herein;

6.2 in special circumstances where there is reason to believe that disclosing your Content is necessary to identify, contact or bring legal action against any person who may cause injury to, or interfere with, the Company's rights or property or another person's rights or property;

6.3 if required to do so by law;

6.4 for statistical or aggregated purposes. Under these circumstances the Content will not be identifiable to the Company;

6.5 if your Content is being used or may be used for an unlawful purpose;

6.6 in the event that the Company sells its business then the Company shall have the right to include your Content in the assets to be sold. Under these circumstances the purchase of such assets will be bound by this same Terms with respect to the disclosure of content as defined within this clause.

6.7 You acknowledge and agree to accept that Your Organisation name may be used to promote the Grid in marketing literature and press releases.

7. Limitation of Liability

7.1 The Company's liability to You in respect of any claim for breach of the Terms, negligence, breach of statutory duty or otherwise shall be limited, save in respect of any claim for personal injury or death caused by our negligence, to a refund of an appropriate and reasonable proportion of the cost of the Grid in any 1(one) year.

7.2 The Company shall not have any liability to You for any loss of profits or anticipated savings; loss of goodwill or injury to reputation; loss of business opportunities or data; losses suffered by third parties; indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether the Company knew or had reason to know of the possibility of the loss, injury, or damage in question.

7.3 Under the maximum extent permitted by Law: You must agree to indemnify and hold the Company harmless from all losses, damages, costs and expenses awarded against the Company or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim by a third party arising from a breach by You of any of the obligations set forth in this Agreement (including but not limited to claims in respect of defamation, breach of copyright or other intellectual property infringement). You further agree to promptly notify the Company of any such third party claim and to give assistance to the Company as may reasonably be required in order to defend the claim.

7.4 Neither party shall be liable for failure to perform its obligations under the Terms if such failure is caused by force majeure, which shall include but not be limited to an Act of God, war, natural disaster, fire, flood, explosion or earthquake or any other circumstances outside that party's reasonable control.

8. Copyright and Intellectual property rights

All Intellectual Property Rights and know-how in relation to the Grid remain the exclusive property of the Company. The Grid is protected by copyright and intellectual property rights and laws. Accordingly You agree not to:

- 8.1 resell the Grid to third parties;
- 8.2 publish, make, copy, transmit or store electronic copies of the Grid for commercial use without first obtaining the Company's written permission;
- 8.3 remove the copyright or trademark notice from the Grid;
- 8.4 reproduce, modify or in any way commercially exploit the Grid;
- 8.5 reverse engineer, decompile, deconstruct, modify, translate, adapt or disassemble the Grid or any part thereof;
- 8.6 attempt to create the source code from the object code; unless given express permission in writing from the Company.

9. Modifications

Any modifications of this Agreement shall be effective only if agreed in writing and signed by duly authorised representatives of both parties and the intention to amend this Agreement is clearly expressed.

10. Governing Law

This Agreement is governed by and construed in accordance with English law. The English courts will have exclusive jurisdiction over any matter arising under or in connection with this Agreement (except matters relating to intellectual property and/or confidentiality where the jurisdiction of the English courts shall be non-exclusive).