

Arbor's Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE ARBOR SYSTEM. BY USING THE ARBOR SYSTEM AND SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT USE OUR SERVICES OR SYSTEM. FOR THE AVOIDANCE OF DOUBT, THESE TERMS OF USE APPLY TO INSTITUTIONS AND THEIR AUTHORISED USERS AND ARE IN ADDITION TO THE INSTITUTION'S OBLIGATIONS AND RIGHTS CONTAINED IN THE CONTRACT.

1 **General**

1.1 "we", "our" and "Arbor" mean **Arbor Education Partners Limited** (Company No. 07790198) at 103-105, Bunhill Row, London, EC1Y 8LZ, and, where applicable, our affiliates as the case may be where it is identified as the entity providing the relevant Service in the Sales Order.

1.2 We provide the Arbor "**Services**" which include the management information system (the "**System**") and all related service or product lines. By using our Services and for the purposes of these Terms of Use, "**you**" are defined herein to include the Institution and/or users who are using the Arbor Services on behalf of or as instructed by the Institution including any Third Party Integrators ("**Authorised Users**"). You acknowledge that you have read and you agree to be bound by and comply with these Terms of Use.

2 **Contract**

2.1 We have entered into an agreement with the entity (the "**Institution**") that has granted its Authorised Users a username for use of the System. Under our contract with the Institution (the "**Contract**") we have granted the Institution certain rights in relation to our Services which include the System. These rights include the right for the Institution to grant Access Rights to certain Authorised Users, subject to those users agreeing to these Terms of Use.

2.2 Any capitalised terms not defined herein shall have the definitions as set out in the Arbor Master Terms and Conditions ("**Master Terms**").

2.3 In consideration of you agreeing to abide by these Terms of Use, we agree to make the Services available to you to use on behalf of the Institution or as a Customer or Payment Customer of the Institution, subject always to the terms and conditions of the Contract and the Institution's instructions to us.

2.4 We may modify these Terms of Use at any time and at our sole discretion by notifying you (which may be done through the System or otherwise by any communication channel) and shall be deemed to be incorporated into the Contract and be legally binding on the parties. A breach of these Terms of Use by you may result in the suspension or termination of your access to and use of the Arbor Services.

2.5 As these Terms of Use also form part of and are incorporated into our Contract with the Institution that has granted you access, a breach of these Terms of Use by you may also result in the termination of the Contract.

3 **Content**

3.1 You agree to abide by the terms of any notices displayed on any Content available on the System including (but not limited to) confidentiality notices and any other notices regarding disclosure and/or use of certain Content.

3.2 At the Institution's discretion you may be granted Access Rights to the System. Subject to the Access Rights granted to you by the Institution, you may be entitled to create Content which can be made available on the System ("**User Content**") and/or edit Content. Where you have been granted Access Rights which entitle you to create and/or edit Content of any kind you agree that you shall:

- (a) not make available or permit any third party to make available any User Content which is in any way offensive, harmful, unpleasant, inappropriate, threatening, fraudulent, defamatory, abusive, discriminatory, false, libellous, misleading,

harassing, intimidating, infringing, obscene, unlawful or otherwise objectionable (each being an "**Objectionable Nature**");

- (b) not make available or permit any third party to make available any User Content which:
 - (i) infringes any third party's rights including, without limitation, any Intellectual Property Rights, any privacy rights, or any other right of any kind of any third party; and/or
 - (ii) which contains any personal or private information about any third party not necessary for the purpose of the Institution's use of the System, or which the Institution does not have the necessary rights, permissions, licences or consents to use or upload in connection with the System, including but not limited to addresses, phone numbers, email addresses, financial information or passwords of third parties;
- (c) not use the System or any Service in any manner which harms, interferes with or limits the normal operation of the System or related Services, or could be deemed to be a breach of these Terms of Use.

3.3 The System operates certain filters and therefore you may be prohibited from making certain User Content available via the System where it appears to be in breach of these Terms of Use.

3.4 You shall be responsible for ensuring that any and all User Content made available on the System by you complies with these Terms of Use.

3.5 In the event you become aware of any Content which is or could be considered to be of an Objectionable Nature, you must promptly notify the Institution of such Content.

3.6 We shall be entitled at any time to remove or change (temporarily or permanently) the System or any part thereof, including without limitation any Content or other material accessible via the System.

3.7 You agree that we have the right to use User Content to carry out research, benchmark and improve the System (and other Services we offer). We shall only ever use such User Content for these purposes in an anonymous and aggregated format and we shall not use any User Content in such a manner which identifies you as an individual. Any anonymised and aggregated data, analysis or insights derived by us from using User Content shall be owned by us.

4 **Access information and security**

4.1 At the Institution's discretion you may be granted Access Rights to the System. You agree to:

- (a) only use the System in accordance with the Access Rights you have been granted and not attempt to gain unauthorised access to the System or any related Systems controlled by us;
- (b) keep any and all of your registration and account details (including any API key we may provide) secure and confidential, including but not limited to your username and password (collectively "Access Credentials"). You must not share or disclose your Access Credentials with any other individual;
- (c) use your Access Credentials only in relation to the System;
- (d) If you know or suspect that your Access Credentials have become known to anyone but you or you know or suspect that your Access Credentials have been used to gain unauthorised access to, or use of the System, you must immediately notify an administrator of the System at the Institution.
- (e) You agree that you are responsible for all information provided and actions undertaken using your username and password.
- (f) You agree that all information you provide in connection with the System and Services whether to us, the Institution or any payment provider, will be complete and correct. You agree that if any of the information you have provided changes, you will notify the Institution as soon as reasonably practicable.

5 **Use of the System and Services**

5.1 During your use of the System and Services, you are able to and may be asked to provide Feedback or bug reports in respect of your use of the same. You agree to ensure that such

Feedback should wherever reasonably possible, be honest, accurate and complete. You agree that any Feedback provided to us by you shall be owned by us and we may use that Feedback for any legitimate purpose.

5.2 You must not use the System or Services in any unlawful manner or in any manner that could enable, damage or be otherwise harmful to our System and Services, including by not introducing to the System or distributing in any way any virus, disabling code, or other malicious software (including, without limitation), malware, Trojan horses, ransomware and spyware.

5.3 You must not use the System and Services for illegal, threatening, unethical or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to Arbor or others, including Arbor's reputation or that of any other Authorised Users of the System.

5.4 You agree not to:

- (a) reverse engineer, decompile, disassemble, copy, transmit or distribute the System or any part, feature, function or user interface thereof;
- (b) access the System in order to benchmark the System or to build a product or service which competes with the System or another service or product offered by us from time to time; or
- (c) remove, obscure, interfere with, alter or make any addition to and/or deduction from the System, including without limitation any proprietary notice, label, statement or mark contained in the System; or
- (d) directly or indirectly to make any statement in respect of Arbor or its System and Services (whether within the User Content or in any public media) which is intended to or might reasonably be expected to disparage or damage our reputation or be detrimental to or otherwise be critical of us, or generally to do anything to bring us or our System and Services into disrepute, scandal, ridicule or contempt.

6 **AI tools**

6.1 Depending on your Access Rights, you may have access to our AI tool which is a tool which forms part of our Services. In addition to these Terms of Use, additional terms may apply in any Service Schedule relating to any specific AI Service that we may offer to you from time to time.

6.2 Your data may be used as an input for our AI tool within our Services ("**Input**") resulting in an output generated by the AI tool ("**Output**").

6.3 In addition to the restrictions on how you may use the Services as set out in these Terms of Use, you agree that:

- (a) you must not provide the AI tool with any Input or prompts that contain any Personal Data (data which relates to an identifiable person), Confidential Information or anything that may constitute a breach of a third party's Intellectual Property Rights;
- (b) you will use the AI tool only for the purpose you were granted Access Rights for;
- (c) you will not use the AI tool for any purpose which has an Objectionable Nature;
- (d) you acknowledge that the AI tool is provided 'as is' and Arbor shall not accept any liability for the accuracy, validity, reliability, or completeness of the AI tool or the Output generated by it;
- (e) you will ensure your use of Output from the AI tool does not mislead anyone and you are transparent about the source of the Output;
- (f) you will not attempt to override or circumvent any safety filters or intentionally drive the AI tool to act in a manner that contravenes these Terms of Use;
- (g) you will not use the AI tool to generate Content that may harm or promote the harm of any individual or group; and
- (h) you are solely responsible and accountable for the Output generated by the AI tool and agree that Arbor will not have any liability whatsoever for all such Output.

6.4 You hereby grant Arbor a licence to use, modify, and adapt your Input as necessary for us to perform, and improve our Services. We retain all rights to any of our property and/or

content embedded in, or included with any Output, including any derivatives, or modifications thereto. You represent and warrant that you have all necessary rights and appropriate consents related to your Input to allow Arbor to perform the Services and enforce our rights.

- 6.5 Your continued use of the AI tool will be subject to these Terms of Use and we reserve the right to disable your access and use of the AI tool for any breach of such terms.

7 **API fair usage**

7.1 Subject to the Master Terms, we may provide APIs to enable the Institution to utilise the services of a Third Party Integrator provided always that they must enter into the Arbor API Agreement (“**API Agreement**”) and comply with its terms.

7.2 You agree to abide by the fair usage and other terms in the API Agreement and/or otherwise set out in any relevant Service Schedules.

7.3 You acknowledge and agree to comply with any fair usage limits set out in accordance with clause 7.2 above in relation to your use of the Arbor APIs and we shall enforce our rights for any non-compliance which may include, without limitation, suspending and removing your access to the APIs and/or charging you additional costs arising from breaching such limits.

8 **Intellectual Property**

8.1 All Intellectual Property Rights relating to the Services and Arbor Content (including without limitation all and any revisions, corrections, modifications, derivative works thereof, enhancements, updates and/or upgrades thereto), belongs to us or our licensors, as applicable.

8.2 We make no representation or warranty as to the validity or enforceability of any Intellectual Property Rights relating to us and/or the Services.

8.3 You are not permitted to use the Services in any way that may infringe any rights contained in the Services and/or any third party's Intellectual Property Rights.

9 **Links to websites**

9.1 Where links to third party websites form part of the Content, we shall not be responsible and shall not accept any liability for the accuracy, reliability and/or content of the linked website or any link contained in a linked website. To the fullest extent permitted by law, we shall not be liable for any loss or damage arising from your use of any such linked website.

10 **Termination**

10.1 In the event that our Contract with the Institution at any time expires or is terminated, your rights to use and access the Services (including but not limited to any and all Institution Content or otherwise accessible via the System) shall terminate with immediate effect.

10.2 You understand that in the event that you breach these Terms of Use we shall be entitled to disable your access and use of the Services including the System, in whole or in part with immediate effect. We shall also be able to suspend your access to the System at any time upon giving you reasonable prior notice.

10.3 In the event you breach these Terms of Use we shall be entitled to notify the Institution and provide details to it of the breach.

11 **Contact**

11.1 If you have any queries regarding the Services or any other services / products provided by us please contact us at our address as detailed at the head of these Terms of Use.

1	9/7/19	–
2	13/5/20	Improved terms around data protection
3	8/1/21	Rebranded
4	22/10/21	Improved recognition of PCI related responsibility
5	06/01/23	Address change
6	17/06/24	Updated in line with updated Master SaaS Terms and Conditions