

Arbor System Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE ARBOR SYSTEM. BY USING THE ARBOR SYSTEM, 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 THE ARBOR SYSTEM.

1 General

1.1 We are **Arbor Education Partners Limited** (Company No. 07790198). Our registered and trading address is 80 Old Street, London EC1V 9HU, United Kingdom ("**We**", "**Us**", "**Our**").

1.2 We control the Arbor management information system (the "**Arbor System**"). By using the Arbor System on behalf of or as a Customer of the Institution (as defined below) you acknowledge that you have read and you agree to be bound by and comply with these Terms of Use.

2 Agreement

2.1 We have entered into an agreement with the entity (the "**Institution**") that has granted you a username for use of the Arbor System. Under our agreement with the Institution we have granted the Institution certain rights in relation to the Arbor System, which includes the right for the Institution to grant access rights to certain individuals ("you"), subject to those individuals agreeing to these Terms of Use.

2.2 In consideration of you agreeing to abide by these Terms of Use, we agree to make the Arbor System available to you to use on behalf of the Institution or as a Customer of the Institution, subject always to the terms and conditions of the agreement between us and the Institution ("**Agreement**").

2.3 We may modify these Terms of Use at any time and at our sole discretion by informing you. The terms and conditions of the Agreement are incorporated herein by this reference.

3 Content

3.1 You agree to abide by the terms of any notices displayed on any content available on the Arbor System ("**Content**") 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 Arbor System ("**Access Rights**"). Subject to the Access Rights granted to you by the Institution, you may be entitled to create Content, whether audio or visual, which can be made available on the Arbor 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 required for the purpose of the Institution's use of the Arbor System, or which the Institution does not have the necessary rights, permissions, licences or consents to use or upload in connection with the Arbor System, including but not limited to addresses, phone numbers, email addresses, financial information or passwords;

(c) not use the Arbor System in any manner which could be deemed to be a breach of these Terms of Use.

- 3.3 You shall be responsible for monitoring all User Content made available on the Arbor System by you and shall ensure that any and all such User Content complies with these Terms of Use.
- 3.4 You acknowledge and agree that although we provide Terms of Use for you, the Institution and all other individuals accessing and/or using the Arbor System regarding conduct, use and Content that can be made available via the Arbor System, we do not control and are not responsible for any Content which you view or which is otherwise accessible via the Arbor System. We shall not be responsible for any Content of an Objectionable Nature which you or any third party may encounter on or in connection with the Arbor System.
- 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 Arbor System or any part thereof, including without limitation any Content or other material accessible via the Arbor System.
- 3.7 The Arbor System operates certain filters and therefore you may be prohibited from making certain User Content available via the Arbor System where it appears to be in breach of these Terms of Use.
- 3.8 You hereby grant to us a worldwide, non-exclusive, sub-licensable, royalty-free, perpetual licence to use, adapt, publish, translate, copy, distribute and display any and all User Content generated by you, or any part thereof. However, we agree that we shall only ever use such User Content in an anonymous format and/or as part of aggregate information or statistical data. We shall not use any User Content in such a manner which identifies you as an individual.
- 3.9 If you upload third party curriculum content to the Arbor System, you grant us a non-exclusive, royalty-free, worldwide, licence to copy, transmit, and use such content for the purposes of the Institution during the term of our contract with the Institution, and as directed by the institution, and you shall not upload any third party curriculum content to the System unless you have procured for us the right to do so.

4 Access information

- 4.1 You agree to 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 user name and password. You must not share or disclose this information with any other individual.
- 4.2 If you know or suspect that any of your access information has become known to anyone but you, you must notify an administrator of the Arbor System at the Institution.
- 4.3 You agree that you are responsible for all information provided and actions undertaken using your user name and password.
- 4.4 You agree that all information you provide in connection with the Arbor System 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 Arbor System

- 5.1 Where we or the Institution request, you shall use reasonable efforts to provide feedback to us and the Institution in respect of your use of the Arbor System. Such feedback should wherever reasonably possible, be honest, accurate and complete, and comply in all other ways with these Terms of Use. You hereby assign to us absolutely and with full title guarantee (including by way of present assignment of future intellectual property rights) any and all intellectual property rights in any feedback provided to us through your use of the Arbor System.
- 5.2 You hereby waive any moral rights arising in any feedback assigned to us in clause 5.1 pursuant to Chapter IV of the Copyright, Designs and Patents Act 1988, or any broadly equivalent rights in any other part of the world.
- 5.3 You must not use the Arbor System in any unlawful manner or in any manner that could enable, damage or be otherwise harmful to the Arbor System, including by not introducing to the Arbor System or distributing in any way any virus, disabling code, or other malicious software (including, without limitation), malware, Trojan horses, ransomware and spyware.
- 5.4 You shall not:

- (a) use, translate, adapt or vary the Arbor System except as expressly set out in these Terms of Use;
- (b) copy the Arbor System in whole or in part, except to the extent permitted by law;
- (c) modify, enhance, merge, interface or combine the whole or any part of the Arbor System with any other software or system, source code or documentation otherwise than with our prior written consent;
- (d) assign, transfer, distribute, sell, lease, rent, sub-lease, charge or otherwise deal in or encumber the Arbor System nor use on behalf of or make available the same to any third party;
- (e) adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Arbor System save as permitted to do so by law; or
- (f) use or attempt to use, or permit other individuals to use or attempt to use, the Arbor System for unauthorised purposes; and
- (g) remove, obscure, interfere with, alter or make any addition and/or deduction to the Arbor System, including without limitation any proprietary notice, label, statement or mark contained in the Arbor System.

6 Payment Services

- 6.1 Where agreed by us and the Institution, you may be able to use our payment services to make payments for goods and services to the Institution.
- 6.2 There is no obligation on you to use the payment services. If you choose to use the payment services, you will be required to provide certain information, including but not limited to payment card details, to the third party payment provider.
- 6.3 Any payment you make using the payment services will be subject to the acceptance of the relevant payment provider(s)'s terms and conditions.
- 6.4 You agree that we have no liability to you for any action of or information provided by the Institution or any payment provider, or any of their employees, agents or contractors.
- 6.5 Acceptance of payment by the Arbor System does not indicate acceptance of an order by the Institution.
- 6.6 If you wish to cancel, or request a refund on, any order made using the payment services you must contact the Institution directly, we are not able to cancel or refund any payment.
- 6.7 We rely on the Institution to provide full and accurate information of any goods or services and associated pricing provided, and you agree that we are not responsible or liable for any inaccuracy or misrepresentation in any information provided by the Institution, including, but not limited to, any information transmitted to you using the Arbor System.
- 6.8 We acknowledge Our responsibility for the security of cardholder data the service provider of the Payment Services possesses or otherwise stores, processes, or transmits on behalf of the Institution, or to the extent that they could impact the security of the Institution's cardholder data environment.

7 Intellectual Property

- 7.1 All copyright, rights in software, database rights, patents, know-how, designs, trade marks and any other intellectual property rights (in each case whether registered or not) existing anywhere in the world at any time ("**Intellectual Property**") relating to the Arbor System (including without limitation all and any revisions, corrections, modifications, derivative works thereof, enhancements, updates and/or upgrades thereto), us and/or our business, belongs to us or our licensors, as applicable.
- 7.2 We make no representation or warranty as to the validity or enforceability of any Intellectual Property relating to us and/or the Arbor System.
- 7.3 You are not permitted to use the Arbor System in any way that may infringe any rights contained in the Arbor System and/or any third party's Intellectual Property rights.

8 Links to websites

- 8.1 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.

9 Termination

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

9.2 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 Arbor 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.

9.3 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.

10 Contact

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

Version	Date	Updates
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