

Schedule 2

ESPRESSO Remote Access End User License Agreement (the “Agreement”)

This Agreement applies when you access our service from any location outside your educational establishment (“School”) (the “Service”). Please read it carefully before you start to use this Service. By using our Service, you indicate that you accept this Agreement, that you agree to abide by it and that you will be responsible if you are in breach of any of its terms. If you do not agree to this Agreement, please refrain from using our Service.

This Agreement supplements the terms and conditions that we have agreed with your School, Local Authority or other third party service provider (as applicable) and so they may also advise you of some terms that you should abide by.

Information about us

This Service is operated by Espresso Education Limited. We are registered in England and Wales under company number 03261277 and have our registered office at Riverside Studios, Crisp Road, Hammersmith, London W6 9RL.

Accessing our Service

Access to our Service is restricted to teaching staff that are employed by (or contracted to) our customers and is permitted solely for the purposes of lesson planning or support by you.

You are not permitted to access this Service from the School. When you are at School you can continue to access the non-remote Espresso service in the normal way.

You will need to be given a username and password by your School, Local Authority or other third party services provider (as applicable) in order to access our Service. You must treat this information as confidential and not disclose it to any third party. We have the right to restrict access to our Service at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement.

We are not responsible for making any necessary technical arrangements for you to have access to our Service including, but not limited to, providing you with computer equipment or Internet access and we will not be responsible for any error in or failure of your hardware, software or Internet connection whether this affects your access to or the performance of the Service or otherwise.

The speed, delivery and overall performance of our Service are all determined by the speed of your Internet connection and the specification of your computer equipment. We have informed your School, Local Authority or other third party service provider (as applicable) of the minimum hardware, software and Internet connection requirements that we consider necessary for accessing our Service.

You should be aware that any access you may have to our Service is only permitted while your School, Local Authority or other third party service provider (as applicable) continues to have a valid agreement with us which authorises it to allow you to use our Service.

Viruses, hacking and other offences

You must not misuse our Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Service, the server on which our Service is stored or any server, computer or database connected to our Service. You must not attack our Service via a denial-of-service attack or a distributed denial-of service attack.

Should you commit a criminal offence under the Computer Misuse Act by breaching this provision we will co-operate with the relevant law enforcement authorities and disclose your identity to them. Your right to use our Service 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 Service or to your downloading of any material posted on it, or on any website linked to it.

Information about you and your use of our Service

We process information about you in accordance with our privacy policy at www.espresso.co.uk/privacy_policy.html. By using our Service, you consent to such processing and you agree that all data provided by you is accurate. Espresso also uses “cookies”, text files, log files and/or page tagging placed on your computer (the “**Log Files**”). The information generated by the Log Files about the Service and your use of the Service (including your IP address) (the “**Service Evaluation Data**”) will be transmitted to and stored by Espresso. Espresso will use this information for the purpose of evaluating and analysing your use of the Service, to diagnose and resolve any problems with the Services and to generally support the running of the Service. Espresso may also transfer the Service Evaluation Data to third parties where required to do so by law, or where third parties process it on their behalf. Espresso will not associate any such IP addresses in the Service Evaluation Data with any other data held by it. By using the Service, you agree to the processing of data about you by Espresso in the manner and for the purposes set out above.

Support

Your School should have appointed a key member of staff to act as an administrator or co-ordinator for our Service. This person is responsible for all communication with Espresso including monitoring emails, providing support and communicating with you and your colleagues about any other matters concerning our Service.

Any technical enquiries in relation to this Service should be directed to the appropriate administrator or co-ordinator at your School, Local Authority or other third party service provider (if applicable) which will be able to help you with any required software, Service functionality or forgotten passwords. You may also refer to the online support at www.espresso.co.uk/home/faq/pmwiki.php.

Any curriculum enquiries in relation to the content found on this Service can only be referred to Espresso on working weekdays between 8:30 am and 5:30 pm.

Where Espresso agrees with your School that it will endeavour to provide some support to you, you hereby agree that Espresso may use remote access tools for that purpose. Through its use of such remote access tools you agree that Espresso shall be entitled to control your computers and view and change any settings on your computer. Espresso will not be responsible for any changes made by any other person.

Security

We will implement a number of controls in order to prevent any misuse of our Service. These may include, but is not limited to, limiting the number of concurrent users within your School that can access the Service, restricting access from certain IP addresses and changing your School’s password on a regular basis. Accordingly you may not always be able to access the Service.

To the greatest extent possible, you are responsible for ensuring the security and proper use of our Service and you must take all necessary steps to ensure that it is not accessed by any unauthorised persons.

Intellectual property rights

(A) We are the owner or the licensee of all copyright, trade marks and database rights in our Service, and in the material published on it. You may not publish, distribute, extract, re-utilise or reproduce any part of our Service in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the provisions of these terms of use or as permitted by the Copyright Designs and Patents Act 1988 or the Copyright and Rights in Database Regulations 1997 as applicable or any equivalent legislation as may apply.

You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trade marks, trade names or service marks that appear in our Service, including “Espresso”, “Netmedia”, “Clipbank” and other brands, cartoons, characters and animations used in our Service, without our prior permission or, where applicable, permission of any other owner of such trade marks, trade names or service marks. You must not use any part of the materials in our Service for commercial purposes without obtaining a licence to do so from us or our licensors.

You are entitled to download and store the content available on our Service solely for use within your own School and for educational purposes only (such as lesson planning or support). Any such content should not be shared or distributed with any persons outside your School. Please note that if you do download any content from our Service this should only be for temporary use. If you cease to be employed by or contracted to the School or Local Authority or if you, the School, Local Authority or other third party service provider ceases to be authorised to use or access the Service then you must promptly delete any such downloaded content.

If you print off, copy or download any content that you access via our Service in breach of these terms of use, your right to use our Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our Service changes regularly

We may change the content at any time. If the need arises, we may suspend access to our Service, or close it indefinitely. Any of the material on our Service may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on this Service is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and/or
- any liability for any direct, indirect or consequential loss or damage (howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable) incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it.

This does not limit or exclude our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or fraudulent concealment, or for any other liability which cannot be excluded or limited by law.

Links from our Service

Where our Service contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site. These terms of use are governed by English law.

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 website.

Schedule 3

Pupil Home Access Terms – Clipbank Service and/or Espresso Primary Service

The content and software used in this service contains material owned or licensed by Espresso Education Ltd. Unauthorised copying is illegal. The terms and conditions below set out what you are permitted to do with the content and software used in this service.

In using this content and software you agree to abide by these “Terms of Use”.

There are intellectual property rights, including copyrights and trade marks, in the content and software used in this service (the “Service”). All intellectual property rights subsisting in and/or relating to the Service are and shall remain the property of Espresso or its licensors.

You may only access and use the Service to the extent reasonably necessary for your own personal use. You may also download certain items where you are told this is permitted (and no other material) on to a personal computer to the extent reasonably necessary for your own personal use for educational purposes.

You shall not (except to the extent permitted by any applicable law or unless expressly stated otherwise): (i) modify or reproduce any part or the whole of the Service; (ii) redistribute any part or the whole of the Service; (iii) create a database in electronic or hard copy form by systematically downloading and storing or printing any part or the whole of the Service; or (iv) sub-licence, assign, transfer, loan, sell, lease, rent, charge or otherwise deal in the Service or make it available to any third party.

We process information about you in accordance with our privacy policy at www.espresso.co.uk/privacy_policy.html. By using our Service, you consent to such processing and you agree that all data provided by you is accurate. Espresso also uses “cookies”, text files, log files and/or page tagging placed on your computer (the “**Log Files**”). The information generated by the Log Files about the Service and your use of the Service (including your IP address) (the “**Service Evaluation Data**”) will be transmitted to and stored by Espresso. Espresso will use this information for the purpose of evaluating and analysing your use of the Service, to diagnose and resolve any problems with the Services and to generally support the running of the Service. Espresso may also transfer the Service Evaluation Data to third parties where required to do so by law, or where third parties process it on their behalf. Espresso will not associate any such IP addresses in the Service Evaluation Data with any other data held by it. By using the Service, you agree to the processing of data about you by Espresso in the manner and for the purposes set out above.