

User Terms of Service

Version 2.1 – Effective 24 May 2018

These terms tell you the rules for using our website www.learnium.com and the Learnium apps for mobile services (together, the **Applications**).

Who we are and how to contact us

Our Applications are operated by Learnium Limited (**we, us, our, Learnium**). We are registered in England and Wales under company number 08764021 and have our registered address at The Wesley Clover Innovation Centre, Coldra Wood, Chepstow Road, Newport, United Kingdom, NP18 2YB.

To contact us please email support@learnium.com.

By using our Applications you accept these terms

By using our Applications, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Services. We recommend that you print a copy of these terms for future reference.

You have joined a network on Learnium that is owned by an organisation or individual referred to as the Customer. The Customer has agreed to our Customer Terms of Service that allow the Customer to use and manage the Learnium tools and platforms (the “Services”).

The Customer can invite or grant access to other people, including you, referred to as Authorised Users.

As an Authorised User, you acknowledge and agree to allow the Customer to manage your user account. This means that the Customer can grant or revoke your access to the Service.

As an Authorised User, you acknowledge and agree that the content and information you share on the Service (the “**Customer Data**”) is owned by the Customer and that the Customer may manage, delete, retain or export all or parts of the Customer Data.

As an Authorised User, you agree that it is the sole responsibility of the Customer to respond and resolve disputes with you over the use of the Customer Data or the Services.

Learnium makes no warranties to you in relation to the Service, which is provided on an “as is” and “as available” basis.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Applications, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our Applications

We may update and change our Applications from time to time including to reflect changes to our Customers' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our Applications

Our Applications are made available to you free of charge.

We do not guarantee to you that our Applications, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Applications for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Applications through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

User Responsibilities

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@learnium.com.

How you may use material on our Applications

"Learnium" (UK registration number UK00003179172) and "Learnium" (US registration number 5,170,547) are registered trade marks of Learnium Limited. You are not permitted to use them without our express approval.

We are the owner or the licensee of all intellectual property rights in our Applications. The Applications are protected by copyright laws and treaties around the world. All such rights are reserved.

The material published on our Applications by Customers and Authorised Users may be protected by copyright laws. You may not copy or redistribute such material without permission from the copyright owner.

If you print off, copy or download any part of our Applications or the material published on our Applications in breach of these terms of use, your right to use our Applications will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You agree to use the Applications in accordance with all applicable local, state, national and international laws and only for the purposes in which it was intended. You agree that you will NOT do any of the following while accessing or using the Applications:

- use the Applications for any unlawful purposes or for promotion of illegal activities
- share or post content that defames, harasses or threatens others, contains obscene (for example pornographic) language or images
- share or post content that infringes or misappropriates another's intellectual property rights
- share or post content that you do not have the right to disclose under contractual confidentiality obligations or fiduciary duties
- share or post content that is otherwise unlawful or that violates any applicable local, state, national or international law
- advertise, or promote any form of commercial solicitation
- use the Applications for the purpose of spamming anyone or harming other users or visitors to the Applications
- bully, intimidate, harass or cause distress to any other user
- probe, scan, or test the vulnerability of any system or network which breaches or otherwise circumvents any security or authentication measures
- reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.
- use any Learnium branding, copyrights, trademarks or sales materials without prior written permission from Learnium

The matters listed above are Prohibited Content. Learnium reserves the right to remove Prohibited Content of which it becomes aware, but is under no obligation to do so.

In addition, as a condition of accessing the Applications, you agree NOT to:

- reproduce, duplicate, copy, sell, resell or exploit any portion of the Service other than as expressly allowed under these User Terms of Service
- use any high-volume, automated or electronic means to access the Applications (including without limitation, robots, spiders, scripts or web-scraping tools)
- frame the Service, place pop-up windows over its pages or otherwise affect the display of its page

- interfere with or disrupt the Service, servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service
- copy or use any of the system information provided by Learnium to develop or market any system, design or software which is similar in its purpose, function or expression

You also agree NOT to access or attempt to access any other user's account, misrepresent or attempt to misrepresent your identity while using the Applications.

If you become aware of illegal or unauthorised activity, you will promptly notify Learnium.

Uploading content to our Applications

You warrant that any material you upload to our Applications complies with the standards set out above, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Applications will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Applications a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Applications constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Applications if, in our opinion, your post does not comply with the content standards set out above.

You are solely responsible for securing and backing up your content.

We are not responsible for websites we link to

Where our Applications contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

Our Applications may include information and materials uploaded by other users of the Applications, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Applications do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on support@learnium.com.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our Applications for non-commercial use. You agree not to use our Applications for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our Applications will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Applications. You should use your own virus protection software.

You must not misuse our Applications 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 Applications, the server on which our site is stored or any server, computer or database connected to our Applications. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation, are governed by the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any disputes.