

PLEASE READ THESE LICENCE TERMS CAREFULLY

HOW DOES THIS WORK?

We, a school, club or organisation that you are associated with, have licenced a data communication platform for your use from a company called ParentMail.

This agreement is called an **end user licence agreement** and sets out the terms upon which you may use the platform. It is a requirement of our use that you comply with these terms. These terms set out the proper and safe use of the platform and also detail a number of system requirements to ensure you get the best out of the platform.

ParentMail is a trading name of 123COMMS LIMITED, a company incorporated and registered in England and Wales with company number 04336436 whose registered office is at Riding Court House, Riding Court Road, Datchet, Slough, Berkshire, SL3 9JT (**ParentMail**). For further details about ParentMail please visit www.parentmail.co.uk

YOUR APPSTORE'S TERMS ALSO APPLY

In addition to these terms, the ways in which you can use the ParentMail App may also be controlled by the rules and policies of the relevant appstore where you downloaded the App from. If there is any inconsistency between these terms and the rules and policies of the appstore, the rules and policies of the appstore will apply instead of these terms where there are differences between the two.

OPERATING SYSTEM REQUIREMENTS

This App requires Android 4.4 devices and above and Apple iOS 8 and above devices. This may change from time to time.

The Website requires Google Chrome, Safari 8 and above or Microsoft Internet Explorer 9 and above. This may change from time to time.

SUPPORT FOR THE APP AND WEBSITE AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or Website or have any problems using them please take a look at ParentMail's support resources at <https://www.parentmail.co.uk/support/parent-support>

Contacting us (including with complaints). If you think the App and Website are not working properly or have any questions please contact us. Please do not contact ParentMail.

HOW YOU MAY USE THE APP AND WEBSITE

In return for your agreeing to comply with these terms you may:

- download the App on such devices for your personal purposes only.
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as may become available.

- login to the App and Website using your uniquely generated account and password.

YOU MUST BE 18 TO ACCEPT THESE TERMS

You must be 18 or over to accept these terms.

CHANGES TO THESE TERMS

We and/or ParentMail may need to change these terms to reflect changes in law or best practice or to deal with additional features introduced.

We will give you reasonable notice that the terms have been updated by placing a message on the App and Website. If we are unable to communicate through the App or Website we shall communicate with you using other reasonable means.

Continued use of the App or Website will be deemed acceptance of any changes. If you do not accept the updated terms, you will not be permitted to continue to use the App or Website and you must remove the App from your device.

UPDATE TO THE APP AND WEBSITE AND CHANGES TO THE SERVICE

From time to time ParentMail may automatically update the App and Website and change the service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we, or ParentMail, may ask you to update the App and Website for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and Website.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

PARENTMAIL MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App and Website you agree to ParentMail collecting and using technical information about the devices you use the App and Website on and related software, hardware and peripherals to improve our products and to provide any services to you. Further details about how your data will be used can be found in ParentMail's privacy policy at www.parentmail.co.uk/privacy-policy.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or Website may from time to time contain links to other independent websites which are not provided by ParentMail or by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

IMPORTANT: PAYMENTS YOU MAKE

We, nor ParentMail, are responsible for payments you make using our App or the Website.

The App and Website have embedded within them the use of a third party payment platform. Whilst the use of the App and Website appear seamless payments are processed through third party accredited payment gateways.

No card or account details are stored or recorded on our or ParentMail's system. ParentMail **are not** responsible for processing refunds, please contact us should you require a refund.

Any queries you may have, whether in relation to a payment or otherwise, please discuss with us rather than ParentMail as they will be unable to assist directly.

LICENCE RESTRICTIONS

You agree that you will:

- not copy the software in the App or Website, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Website or either part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and Website on devices as permitted in these terms;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or the Website.

ACCEPTABLE USE RESTRICTIONS

You must:

- maintain the confidentiality of your password and login identity;
- not use the App or Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or Website or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or Website including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or Website;
- not use the App or Website in a way that could damage, disable, overburden, impair or compromise our or ParentMail's systems or security or interfere with other users;

- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service;
- accept full responsibility for the provision and accuracy all information provided by you or under your account/password;
- not allow your password to be used by any third party;
- not use false or alias names when registering on the App or Website; and
- not use the App or Website for any business or commercial purposes.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App and the Website belong to ParentMail (as licenced to us for our use) and the rights in the App and Website are licensed (not sold) to you for your use. You have no intellectual property rights in, or to, the App, or the Website other than the right to use them in accordance with these terms.

RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

ParentMail are not responsible to you for any loss and damage caused by us. Our contract for the App and Website is between us and ParentMail. As a result of this, if we breach the terms of this agreement you may have a right of action against us, but you (unless otherwise permitted by law and as set out below) shall have no right of action against ParentMail.

ParentMail do not and cannot exclude or limit in any way its liability to you where it would be unlawful to do so.

WE MAY END YOUR RIGHTS TO USE THE APP, WEBSITE AND THE SERVICES IF YOU BREAK THESE TERMS

We, or ParentMail, may end your rights to use the App and Website at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights:

- You must stop all activities authorised by these terms, including your use of the App and the Website.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

WHICH LAWS APPLY TO THIS CONTRACT

These terms are governed by English law.