

www.myeduwebsite.com is a website operated by Learn to Enterprises Ltd. (www.learn.toenterprises.com)

Use of the www.myeduwebsite.com Sites is subject to the terms of this Agreement. By clicking to accept this Agreement you are indicating that you accept the terms and conditions set out below. If you do not accept the terms of this Agreement you are not authorised to use or continue using the www.myeduwebsite.com Sites.

## 1. Definitions

In this Agreement, the following terms shall have the following meanings:

**Authorised Users:** An individual who is authorised to access the Service through a secure network at a purchasing Institution, via his/her affiliation with a purchasing Institution as a current teacher, student, parent or employee or as an Individual.

**Commercial Use:** Use for the purposes of monetary reward (whether by or for You or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Work. For the avoidance of doubt, neither recovery of direct costs by You from Authorised Users, nor use by You or by an Authorised User of the Service in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

**Fee:** The fee or fees agreed between www.myeduwebsite.com and the relevant purchasing body/Individual in respect of Your access to the www.myeduwebsite.com Sites.

**Individual:** An individual who wishes to access the www.myeduwebsite.com Sites for his/her own personal use. For the avoidance of doubt, reference to Authorised User throughout this Agreement shall be taken to refer to an Individual as well as the authorised users of an Institution.

**Institution:** Either (i) any accredited institution organised and operated exclusively for the purpose of teaching its enrolled students and must be a public or private primary, secondary, vocational school, correspondence school, junior college, college, university, or scientific or technical school that is either institutionally accredited by an accrediting agency nationally recognised by the appropriate government department or agency in the region in which it is located; or (ii) a 'not-for-profit organisation' defined as an organisation which does not distribute any profit from its operations to members, shareholders or other individuals involved in the operation of the organisation.

**www.myeduwebsite.com Server:** The server on which the www.myeduwebsite.com Sites is mounted and may be accessed.

**www.myeduwebsite.com Sites:** The URLs www.myeduwebsite.com (and subsidiary sites), , or any other such URLs or applications designated by www.myeduwebsite.com from time to time which may provide access to www.myeduwebsite.com applications and services and/or access to a Third Party's Website, either direct by MyEduWebsite or via a third party licensor.

**Resource/Resources:** The content, resources, articles, materials, links and services of www.myeduwebsite.com, content , and/or third party rights holders available via the www.myeduwebsite.com Sites for use by Authorised Users, which may be sold and accessed individually, as a group, or via a Third Party's Website. This does not include content or resources uploaded by the User to which they are the copyright holder.

**Third Party's Website:** The website of a rights holder who makes its Resources available from its own website via the www.myeduwebsite.com Sites to Authorised Users.

**You / Your:** Either (i) an educational Institution that wishes to enter into this Agreement with www.myeduwebsite.com on behalf of itself and its Authorised Users or (ii) an Authorised User (where the Authorised User must click-to-accept this Agreement separate from his/her purchasing Institution), or (iii) an

Individual who wishes to enter into this Agreement for his/her own personal use. www.myeduwebsite.com shall be entitled to assume that in the case of an Institution agreeing to the terms of this Agreement under (i) above, the person clicking to accept the terms is authorised to enter into this Agreement on behalf of the Institution.

## 2. Agreement

(a) www.myeduwebsite.com agrees to grant You the non-exclusive and non-transferable right, throughout the world, to give Authorised Users access to the Services and Resources via the www.myeduwebsite.com Sites subject to the terms and conditions of this Agreement, and to payment of the Fee, where appropriate.

(b) This Agreement shall commence on the date access to the www.myeduwebsite.com Sites is given to You by www.myeduwebsite.com and shall continue for the duration of the period to which the Fee applies unless terminated under the provisions of clause 10 below.

## 3. Usage Rights

(a) You, subject to clause 4 below, may:

(i) allow Authorised Users to access, search and view the Resources for personal use only.

(b) Additional terms of use: In addition to the terms of this Agreement, a rightsholder may require an Individual or Institution to accept an additional end user license agreement in order to use some of the Resources made available as part of the www.myeduwebsite.com Sites or via a Third Party's Website. In such an instance the Individual or Institution shall be notified of this additional requirement and must accept the additional terms prior to being granted access to the Resources in question.

(c) Geographic restrictions: Certain Resources is not available for use in specified geographic territories. www.myeduwebsite.com shall clearly identify any territorial restrictions in search results but responsibility for ensuring that content is only used in permitted territories lies with the Institution and Individual (and not with www.myeduwebsite.com or the service provider).

(d) Access restrictions: Certain Resources may be subject to access restrictions due to the age of the Authorised User, the audience as a whole, or the appropriateness of the Resources. In such instances Resources shall be clearly marked with an icon and/or text data detailing such restrictions. Authorised Users, Institutions and Individuals found to be in breach of this clause (d) shall have their access terminated with immediate effect.

(e) Nothing in this Agreement shall in any way exclude, modify or affect any of Your statutory rights under applicable copyright law.

## 4. Prohibited Uses

(a) Neither You nor any Authorised User may:

(i) Allow copies of the Resources to be accessed by anyone other than an Authorised User or provide access to the whole or any part of the Resources to anyone other than Authorised Users;

(ii) Upload any copyrighted material without permission of the rights holder.

(iii) Alter, amend, modify or change copyrighted Resources;

(iv) Mount or distribute any part of the Resources on any electronic network (including without limitation the Internet and the World Wide Web), save as permitted in this Agreement;

(v) Maintain downloaded Resources after the expiration of any subscription period, unless for reference purposes or submission by an Authorised User to an educational board;

(vi) Reverse engineer, decompile, disassemble, recompile, reassemble or otherwise alter the software or the Resources;

(vii) Rent, lease, sublicense or assign the Resources or any copy thereof;

(viii) Disable any licensing or control features of the Resources.

(b) The rightsholder's explicit written permission must be obtained in order to:

(i) use all or any part of the Resources for any Commercial Use;

(ii) make the Resources available in any other form or medium or create derivative works of the Resources;

(iii) publish, distribute or make available the Resources, works based on the Resources or works which combine it with any other material, other than as permitted in this Agreement.

## 5. Modified Resources

(a) Some Resources may permit Authorised Users, through the product functionality, to modify, adapt, supplement and/or save certain parts of the Resources. You acknowledge that any such modifications, adaptations, supplementations and saved versions (collectively called 'New Material') are not the work of the rightsholder or [www.myeduwebsite.com](http://www.myeduwebsite.com) even though they may contain elements of the original Resources. Any modified, adapted or supplemented elements of the New Material are the sole responsibility of the person who collates them in their particular composite form. [www.myeduwebsite.com](http://www.myeduwebsite.com) does not guarantee the accuracy, quality or integrity of such New Material.

(b) Some Resources may permit Authorised Users, as part of the product functionality, to import external material to an Authorised User's copy of the Resources ('Imported Material'). You acknowledge that all such Imported Material is the sole responsibility of the importing person, who shall be solely liable for any misuse. Any Imported Material is posted or integrated without the knowledge or approval of [www.myeduwebsite.com](http://www.myeduwebsite.com) or the rightsholder. [www.myeduwebsite.com](http://www.myeduwebsite.com) shall have no liability to You, to any Authorised User or to any Institution for any damage, loss, cost, claim or expense suffered by You or by any Authorised User/ Institution arising directly or indirectly from the posting of such Imported Material and the use made of it by You or any Authorised User. Authorised Users undertake not to use the importing facility to:

(i) post or integrate advertising or promotional materials or transmit any 'junk mail', 'spam' or 'chain letters' or any other form of solicitation for goods or services;

(ii) post or integrate any material that the Authorised User does not have the right to post under any law or under any other obligatory relationship;

(iii) post or integrate any material that infringes any intellectual property right including without limitation patent, trademark, trade secret, copyright, or other proprietary rights of any other person;

(iv) post or integrate any material that is defamatory, libellous, unlawful, threatening or harmful, abusive, harassing, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(v) import any Imported Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(vi) promote or provide instructional information about illegal activities, physical harm or injury against any group or individual; or

(vii) engage in any commercial activities.

(c) Some Resources may permit Authorised Users, as part of the product functionality, to export material from the Resources. You acknowledge that all such exported material, including printed pages ('Exported Material'), shall continue to carry the copyright notice of the rightsholder wherever it appears.

(d) In the event that an Authorised User is able to modify Resources in the manner set out in this clause 5 (sub-clauses (a)-(c)), this shall be indicated on the www.myeduwebsite.com Sites at the time the Authorised User first accesses the Resources in question.

## 6. www.myeduwebsite.com Undertakings

(a) MyEduWebsite shall:

(i) provide You with information sufficient to enable You to access the www.myeduwebsite.com Sites;

(ii) use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support Your usage at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement;

(iii) use reasonable endeavours to make the www.myeduwebsite.com Sites available to You and Your Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to You in advance wherever possible), and to restore access to the www.myeduwebsite.com Site as soon as possible in the event of an interruption or suspension of the service.

(b) Where www.myeduwebsite.com considers there to have been a deliberate and/or systematic breach of the terms of this Agreement by You or an Authorised User, we reserve the right to immediately, temporarily or permanently withdraw Your right, or the right of the Authorised User, to use the www.myeduwebsite.com Site.

(c) www.myeduwebsite.com reserves the right at any time to withdraw from the www.myeduwebsite.com Sites any Resources for which it no longer retains the right to distribute or where it has reasonable grounds to believe the Resources infringe copyright, is defamatory, obscene, unlawful, objectionable or otherwise does not satisfy the provisions of this Agreement. www.myeduwebsite.com shall promptly remove, or disable access to, such Resources at any time. If the withdrawal results in the www.myeduwebsite.com Sites being no longer useful to You, You may within sixty (60) days of such notice treat such changes as a breach of this Agreement under clause 10(a)(iii) below.

## 7. Licensee's Undertakings

(a) You shall:

(i) use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Resources and of the sanctions which You will impose for failing to do so, and that they are aware of their rights and responsibilities set out in this Agreement;

(ii) use reasonable endeavours to notify Authorised Users of the terms and conditions of this Agreement and take steps to protect the Resources from unauthorised use or other breach of this Agreement;

(iii) use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform www.myeduwebsite.com and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

(iv) provide MyEduWebsite, as soon as possible and no later than thirty (30) days after access to the www.myeduwebsite.com Sites is first given, with information sufficient to enable www.myeduwebsite.com to provide access to the www.myeduwebsite.com Sites in accordance with its obligation under clause 6(b)(i) above. Should You make any significant change to such information, You agree to notify www.myeduwebsite.com not less than ten (10) days before the change takes effect;

(v) use best endeavours to ensure that appropriate security is in place in order that only Authorised Users are permitted access to the www.myeduwebsite.com Sites.

## 8. Intellectual property Rights

(a) Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

(b) You acknowledge that all rights relating to the www.myeduwebsite.com and the Resources are the sole and exclusive property of www.myeduwebsite.com and that this Agreement does not convey any right, title or interest therein except the right to use the www.myeduwebsite.com Sites and access the Resources in accordance with the terms and conditions of this Agreement.

(c) In addition to the provisions of clauses 4(a) and 7(a) above, You undertake to ensure that the intellectual property rights of the rightsholder and the software owners and the moral rights of the authors of the Resources are not infringed.

(d) The www.myeduwebsite.com Sites in this form are copyright © MyEduWebsite. The copyright-restricted Resources are made available under license from the rightsholders by MyEduWebsite. Any use You wish to make of the Resources that is not permitted under the terms of this Agreement must be addressed to the rightsholder directly. Any use You wish to make of the www.myeduwebsite.com Sites that is not permitted under the terms of this Agreement must be addressed to www.myeduwebsite.com at info@careersforschools.com.

## 9. Use of the www.myeduwebsite.com Site By Minors

(a) The use of the www.myeduwebsite.com Sites by minors is subject to the consent of their parent or guardian (which, for the purposes of this Agreement shall be taken to include the educational Institution at which the minor is educated). www.myeduwebsite.com advise parents and guardians who permit their children to use the www.myeduwebsite.com Sites that it is important that they communicate with their children about their safety online. Minors who are using the www.myeduwebsite.com Sites should be made aware of the potential risks to them and of their obligation to comply with the terms of this Agreement when using the www.myeduwebsite.com Sites.

(b) www.myeduwebsite.com will do its best to assess any possible risks to minors from third parties when they use the www.myeduwebsite.com Sites and www.myeduwebsite.com will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in light of those risks.

## 10. Term and Termination

(a) This Agreement shall be terminated if:

(i) You serve notice to www.myeduwebsite.com of Your desire to terminate for any reason, no later than thirty days before the end of the subscription period (termination then to occur at the end of that subscription);

(ii) www.myeduwebsite.com serves thirty days written notice to You of its desire to terminate for any reason at any time (termination then to occur at the end of that thirty day period);

(iii) the other party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party;

(iv) the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;

(v) access, capacity, or technical services of www.myeduwebsite.com are incapable of providing reliable use of the www.myeduwebsite.com Sites or otherwise frustrate Your intent in entering into this Agreement and such technical issues cannot be resolved by www.myeduwebsite.com within sixty (60) days of notification in writing from You;

(vi) www.myeduwebsite.com no longer has the right or capacity to provide the www.myeduwebsite.com Sites or the Resources.

(b) This Agreement may be terminated by www.myeduwebsite.com if:

(i) You default in making payment of the Fee or any relevant part thereof and fail to remedy such default within sixty (60) days of notification in writing by MyEduWebsite;

(ii) You commit a wilful material and persistent breach of www.myeduwebsite.com copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights, clause 4 in respect of prohibited uses or clause 5 in respect of modified content.

(c) Except as otherwise provided herein on termination all rights and obligations of the parties automatically terminate and all rights granted to You herein automatically revert to MyEduWebsite.

(d) On termination of this Agreement under clause 10(b) above, You shall immediately cease to make available the www.myeduwebsite.com Sites to Authorised Users.

(e) On termination of this Agreement, no Fee paid up to the date of termination shall be re-payable by MyEduWebsite.

## 11. Disclaimers

(a) Notwithstanding the provisions of clause 6(a)(iii) above, owing to the nature of the Internet we cannot guarantee that the www.myeduwebsite.com Site or the websites to which it is linked will always be available to users. You should ensure that You have appropriate protection against viruses and other security arrangements in place whilst using the Internet.

(b) Links from this website are provided for information and convenience only and we have no control over and cannot therefore accept responsibility or liability for the content of any linked third-party website. We do not endorse any linked website.

(c) Although every reasonable effort has been made to ensure that the information on this website was accurate at the time of publication, it is subject to variation at any time without notice and we do not give any warranty that any such information will be accurate or complete at any particular time or at all.

(d) www.myeduwebsite.com is a reseller (as opposed to a publisher) of the Resources and therefore excludes, to the fullest extent possible and permitted by law, any liability whatsoever with regard to Resources included on the www.myeduwebsite.com Sites, including but not limited to, any defamatory, libellous, offensive, inappropriate, illegal or immoral Resources. Although www.myeduwebsite.com uses all reasonable endeavours to assess and monitor the suitability of the Resources, MyEduWebsite does not warrant that all of the Resources is appropriate for use in a school environment. You accept that You access Resources at Your own risk, subject to Your right to complaint about item(s) of Resources as detailed below.

(e) The [www.myeduwebsite.com](http://www.myeduwebsite.com) Sites and any information or other material contained in it are made available strictly on the basis that you accept it on an 'as is' and 'as available' basis. Where you rely on any information or other material contained in it, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of the [www.myeduwebsite.com](http://www.myeduwebsite.com) Sites are excluded to the fullest extent permitted by law.

(f) [www.myeduwebsite.com](http://www.myeduwebsite.com) excludes all liability whatever, to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any non-availability or use of the [www.myeduwebsite.com](http://www.myeduwebsite.com) Sites or of any other website linked to it, or from reliance on the contents of the [www.myeduwebsite.com](http://www.myeduwebsite.com) Sites or any material or content accessed through it.

## 12. Data Protection

You understand that [www.myeduwebsite.com](http://www.myeduwebsite.com) acts in accordance with the UK Data Protection Act 1998 and Personal Data has the meaning given to it under said Act. If You supply Personal Data to areers for Schools through the [www.myeduwebsite.com](http://www.myeduwebsite.com) Site then you consent to our maintaining, recording, holding and using such Personal Data in connection with the administration of and fulfilment of the services provided under this Agreement, and as may be further detailed in MyEduWebsite' Privacy Policy on the [www.myeduwebsite.com](http://www.myeduwebsite.com) Sites, which may be revised from time to time. This clause shall survive termination of this Agreement.

## 13. Complaints

(a) In the event that You wish to complain about resources included in the [www.myeduwebsite.com](http://www.myeduwebsite.com) Sites, You should report the Resources to [www.myeduwebsite.com](http://www.myeduwebsite.com) at the following address:  
[resources@careersforschools.com](mailto:resources@careersforschools.com)

Any such complaint should include the following details:

- Name and email address of the Individual, Institution or Authorised User reporting the infringement;
- The nature of the infringement (copyright infringement, obscene or abusive Resources, defamation,
- A hyperlink and reference number (where applicable) to the Resources in question;
- Confirmation that in the case of someone reporting a copyright infringement, you are the copyright holder or are authorised to act on the copyright holder's behalf.

(b) [www.myeduwebsite.com](http://www.myeduwebsite.com) will review complaints promptly and will inform You of the outcome of its review within a reasonable time of receiving Your complaint.

## 14. General

(a) This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

(b) [www.myeduwebsite.com](http://www.myeduwebsite.com) may change, add or remove portions of this Agreement, at any time. Such changes shall be sent via email or postal mail to your preferred address. Your continued use of the [www.myeduwebsite.com](http://www.myeduwebsite.com) Site shall be deemed to constitute your consent to such changed terms.

(c) This Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of MyEduWebsite' Server, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(d) Neither party's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

(e) This Agreement shall be governed by and construed in accordance with the law of England; the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of England.

(f) In the event that the terms of this Agreement are translated into any language other than English, the terms of the English language version shall prevail.

(g) In the event of any comments or questions concerning the terms of this Agreement, please contact us by e-mailing [support@careersforschools.co.uk](mailto:support@careersforschools.co.uk)

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Please feel free to print a copy of this Agreement for your records.

In the event that You would like a signed copy of this Agreement for your records please print and sign below and then email the Agreement, signed and scanned by You to [info@myteachersdiary.com](mailto:info@myteachersdiary.com), with clear details as to where you would like the Agreement returned when counter-signed.

Signature of this Agreement does not affect the legal status of the Agreement, which should be clicked-to-accept as indicated above, whether or not a hand-signed version is generated.

FOR LEARN TO ENTERPRISES LTD

Name (block capitals) Signature

Position/Title Date:

FOR YOUR INSTITUTION

Name (block capitals) Signature



Position/Title Date: