

Last Updated: 9th June 2025

Thrive Learning Limited's (also referred to as "Thrive", "Supplier" "we", "us" and "our") standard terms and conditions ("Standard Terms") for "Thrive Go"

The Customer's (also defined as "you" and "your") attention is specifically drawn to the following clauses: clause 1.1 (term of the agreement and auto-renewal), clause 2.5 (Third Party Products and AI) and clause 8 (Liability).

Definitions referred to in these Standard Terms are references to defined terms in the Order Form.

1. Our agreement with you.

- 1.1 **Term of our agreement.** Subject to the provisions of clause 8, our agreement with you shall commence on the Start Date and will continue for the Subscription Term (subject to any extensions or variations we may agree in writing which shall include any extensions by virtue of any Order Form Variation).
- 1.2 **What happens prior to termination.** 60 days before expiration of the Subscription Term, we will provide you with details of its pricing, together with other variations to this agreement (Proposal), for a further term of 3 years (Renewal Term).
- 1.3 **Auto-renewal.** If you do not serve notice to terminate our agreement by giving us not less than 30 days prior written notice prior to the expiration of the Subscription Term, then subject to clause 8, our agreement shall automatically be renewed on the original terms (each a **Renewal Period**) unless either one of us gives the other 30 days' written notice to terminate our agreement (**Notice**). Any Notice must expire at the end of the Subscription Term or a Renewal Period (as the case may be).
- 1.4 **RPI increases.** We shall be entitled to increase the price payable by you for the Services to be provided in each Renewal Period by a sum equal to RPI (Retail Prices Index) or 10% (whichever is greater) , plus any additional costs or expenses that we may suffer or incur as a result of our agreement with you being extended. Each and every price increase shall constitute a variation to our agreement.
- 1.5 **Other circumstances when we can increase the Charges.** There may be other circumstances which entitle us to increase your charges during the Subscription Term, details of which are set out in these Standard Terms.
- 1.6 **The terms that apply to our agreement.** Our agreement with you is made up of these Standard Terms, the Order Form, our data processing agreement with you which can be found [here](#) and Thrive's terms of use for the Thrive Platform which can be accessed via the following link: [Thrive Learning](#), (**Terms of Use**), to the exclusion of all other terms and conditions. In the event of conflict between these documents, they shall follow the order of precedence as set out in the Order Form.

2. About the Thrive Go Platform

2.1 Overview. The standard features and functionalities of the Thrive Platform with Services and Deliverables as described in the Order Form. This is known as the “**Thrive Go.**”

2.2 Usage. Provided you pay us the amounts due to us on time, and Thrive Go is used in accordance our agreement, we will permit you and your authorised users (**Users**) to use Thrive Go. We may also permit your affiliated companies (**Affiliates**) to use Thrive Go but this is subject to our prior written consent. If such consent is provided, you will be responsible and liable for your Affiliates’ Usage.

2.3 Security and passwords. It is important that your Users do not share their password and/or log in credentials with anyone else. If they do, we may suspend their access to Thrive Go. You shall not licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Thrive Go, associated services and/or documentation supplied to you and your Users, available to any third party.

2.4 What happens if you need help and support. As part of the services we provide, we offer our standard maintenance and support package in line with our Service Level Agreement (SLA). Please note that we may not be able to resolve every issue and we do not guarantee that Thrive Go will be uninterrupted and/or error free.

2.5 Third party products and services. As part of Thrive Go we may offer access to third party products and/or services (including the use AI tools, details of which are set out at Thrive LMS AI- Thrive (thrivelearning.com). Please note:

- (a) you use of and interaction with third party services at your own risk and we make no representation, warranty or commitment in relation to the use and/or interaction with such services;
- (b) yours and your Users’ use of and interaction with third party services is subject to that third party’s terms and conditions of use and we will not be responsible to you or any third party in connection with the use of any third party products;
- (a) we shall be entitled to charge you for any additional costs and expenses we may suffer or incur as a result of a third party service provider providing services and, we shall be entitled to increase our charges. Any additional charges shall constitute a variation to our agreement with you; and
- (b) third parties may change their terms and conditions for the use of their services during the Subscription Term and/or a Renewal Period. Any such changes will not entitle you to terminate your agreement with us.

2. Parties obligations.

2.1 Our obligations to you. During the term of the agreement, we will provide Thrive Go with reasonable care and skill and in accordance with good industry practice. We shall not have any liability or responsibility where any non-conformance is due to the use of Thrive Go or other services contrary to our instructions, or modification or alteration to Thrive Go or services other than by us or our duly authorised contractors or agents.

2.2 Your obligations to us. You shall during the term of the agreement: (a) cooperate with us at all times; (b) ensure that the Users use and interact with Thrive Go in accordance with the Terms of Use; (c) be solely responsible for your own network and infrastructure during the term of the agreement; comply with Thrive’s code of conduct, details of which are at :

<https://www.thrivelearning.com/privacy-policy-terms-and-conditions/thrive-code-of-conduct>;

and (d) ensure that you have all relevant licences and consents to enable to you and your Users to use and interact with Thrive Go and, where you have elected to do so, use and interact with the third party services referred to in clause 2.5 above.

2.3 Compliance with applicable laws. We both agree to comply with all applicable laws, statutes including the Modern Slavery Act 2015.

3. Rights in Thrive Go.

3.1 We own all the intellectual property rights in and to Thrive Go and the services, documentation and content we provide (**Thrive IPR**). In addition, any other intellectual property rights which we have created before or after the date of the agreement in addition to the Thrive IPR vest in and remain our absolute property at all times (**Other IPR**). You will do all things necessary and perform such acts and execute such documents at your own cost promptly following a request from us to ensure us the full benefit of the title to the Thrive IPR and the Other IPR.

3.2 Provided you comply with your obligations under this agreement, your Users have a licence to use the Thrive IPR to enable them to use and interact with Thrive Go, form, solely for your own business purposes.

3.3 If you do not comply with these provisions we may terminate the agreement, claim any liabilities, losses, damages, costs and expenses which we may suffer or incur as a result of your failure to comply and/or suspend and/or disable your access to Thrive Go.

4. Data and Data Protection

4.1 **Results obtained from the use of Thrive Go.** You are solely responsible (and we shall not have any liability and/or responsibility to you), for the legality, reliability, integrity, accuracy and quality of such results and data in connection with Thrive Go and any third party applications or tools.

4.2 **Compliance with data protection legislation.** We both agree to comply with our respective obligations under the data protection legislation. For these purposes, “data protection legislation” includes the UK General Data Protection Regulation (**UK GDPR**), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended), together with amendments or replacement legislation if you are based in England and Wales. If you are based outside of the UK the EU GDPR 2016/679 will apply. In addition, the following definitions shall apply: **Commissioner, controller, data subject, personal data, personal data breach, processor and processing, and data subject** shall have the meanings given to them in the UK GDPR. We will process your personal data in accordance with the agreed data processing agreement.

4.3 **Our roles.** For the purposes of the data protection legislation, we are the processor and you are the controller. You shall ensure that you have all necessary licences and consents that are required to enable us to process personal data on your behalf.

- 5. Confidential information.** We agree to keep each other's confidential information confidential even after the termination of this agreement. "confidential information" shall include but is not limited to information concerning our respective businesses and our trade secrets. We agree that either one of us may disclose confidential information to the extent such information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent the party making the disclosure is legally permitted to do so, it gives the other party as much notice of such disclosure as possible. By signing this agreement, you give us your permission to use your school's name and logo for our own promotional and marketing purposes.
- 6. Paying us**
- 6.1 Paying us as agreed and on time.** All charges are non-cancellable and non-refundable unless we are in material breach of the agreement. You agree to make the payments set out in the Order Form on the due dates for payment. If we provide additional services either via our sales team or directly via Thrive Go in addition to this agreement, we may charge for these by raising an invoice which shall be payable within 30 days from the date of invoice unless we agree otherwise. Please note our charges only include the provision of one instance of Thrive Go. If you need more than one instance of Thrive Go and/ or you want to make changes to the number of users (over and above agreed variances), additional charges will be incurred.
- 6.2 What happens if you do not pay on time.** If we don't receive payment on or before the invoice due dates, and without prejudice to any other rights and remedies we may have we may: (a) disable or suspend the use of Thrive Go and associated services (or any part of them); and/or (b) charge interest which shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7. Our liability to you and your liability to us.**
- 7.1 Generally.** References to liability in this clause 7, includes every type of liability arising under or in connection with this agreement including but not limited to liability in tort (including negligence), contract, misrepresentation, restitution or otherwise. Except as otherwise expressly provided in this agreement, you assume sole responsibility for the results obtained from the use of Thrive Go and the conclusions drawn from such usage and we shall have no liability whatsoever or howsoever arising.
- 7.2 Liability which neither of us can limit or exclude.** Neither of us can limit our liability to the other in respect of any of the following: a) death or personal injury caused by a party's own negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot be limited or excluded as a matter of law.
- 7.3 Your liability to us and our liability to you.** Subject to clauses 7.2 and clause 7.4, each party's liability to the other shall be limited as follows: to £1 million in respect of breach by a party of its obligations under the Data Protection Legislation; the sum of £1 million pounds in the case of any liability arising in connection with any claim or breach of a party's IPR; or 200% of the charges due from you in respect of all other liabilities arising under or in connection with this agreement.
- 7.4 Excluded types of losses.** We will not be liable to you in any circumstances for any indirect and/or consequential losses. Such losses may include but are not limited to loss of profit, loss of anticipated savings, loss of revenue, loss or corruption of data (save where we are in breach of our obligations under the data protection legislation), loss of goodwill, loss of business and pure economic loss.

7.5 **Insurances.** We have the following insurances in place as at the date of our agreement: (a) professional indemnity cover in the sum of £10 million; (b) employers liability cover in the sum of £5 million; (c) public and products liability cover in the sum of £10 million; and (d) cyber liability cover in the sum of £10 million. For the avoidance of doubt, the insurances we have in place in no way extends or impacts upon the limitations of liability in our favour in this clause 7.

8. **Ending our agreement.**

8.1 **When either one of us can end the agreement.** Without affecting any other right or remedy available to either party, either one of us may terminate the agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any other term of the agreement; (b) the other party repeatedly breaches any of the terms of the agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the agreement; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (d) on the happening of any other insolvency related event.

8.2 **When we can terminate the agreement.** In addition to the rights set out in this clause 8, we can end our agreement if any of the following apply: (a) your use Thrive Go is contrary to the agreement; (b) you fail to pay us on time; or (c) you use or infringe the Thrive IPR or Other IPR contrary to the licence granted in the agreement.

8.3 **What happens on termination.** On termination of the agreement for any reason: (a) you shall immediately cease using Thrive Go and any associated services; (b) we will destroy or otherwise dispose/ delete of any of your data in our possession; (c) and you will immediately pay all undisputed outstanding charges due and payable to us (including those which are due but have not yet been invoiced).

8.4 **Exit planning.** Subject to all our charges being paid when due, if the agreement comes to an end, we will agree an exit plan on the basis of standardised data being provided. Any further exit services may incur additional costs and expenses.

9. **Other important terms**

9.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under this agreement to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

9.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under the agreement if we agree to this in writing, this will include a change of name or becoming part of a larger organisation such as an academy or trust. Where there are multiple schools under one agreement, each school is granted a licence to use Thrive Go which is non-transferrable unless we give our prior written consent. As referred to above, you will only have one instance of Thrive Go, unless you pay for another instance.

9.3 **Nobody else has any rights under the agreement.** The agreement is between you and us. No other person shall have any rights to enforce any of its terms.

9.4 **Changes and variations to the agreement.** If we agree changes or variations to the agreement (for example, the provision of additional services or a further instance of Thrive Go, we will write

to you to confirm the changes or variations agreed in an Order Form Variation. All other terms and conditions in this agreement will remain in full force and effect.

- 9.5 **Events beyond our control.** Due to circumstances beyond our control, we may not be able to perform some or all of the agreement with you; this is known as “Force Majeure.” Such circumstances may include fire, riot, flood or other natural disaster, epidemic, pandemic, governmental laws or restrictions, failure of utilities, failure of telecommunications systems, strike or lock-out. In such circumstances we will be able to bring the agreement to an end without any liability by giving you four weeks’ notice in writing.
- 9.6 **If a court finds part of the agreement unlawful and/or unenforceable, the rest will continue in force.** Each of the paragraphs of these Standard Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.7 **Notices.** Any notice given by one of us to the other under or in connection with the agreement, shall be in writing and shall be delivered recorded delivery at its registered office or principal place of business (in any other case). It shall be deemed to have been received at 9am the second Business Day after posting. A notice served on us by email shall be sent to: commercial@thrivelearning.com. An email sent to this address is deemed to be received the next Business Day. “Business Day” means a day other than Saturday, Sunday or public holiday in England when the banks in London are open for business.
- 9.8 **Even if we delay in enforcing the agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Standard Terms, or if we delay in taking steps against you in respect of your breaking the agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 9.9 **How the agreement is interpreted.** (a) clause and paragraph headings shall not affect the interpretation of the agreement; (b) reference to a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (c) unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular; (d) a reference to a statute or statutory provision is a reference to it as it is in force as at the date of the agreement and shall include all subordinate legislation made as at the date of the agreement under that statute or statutory provision; (e) a reference to writing or written includes e-mail but not fax; (f) references to clauses and schedules are to the clauses and schedules to the agreement; and (g) if there is any conflict between the terms of the documents which constitute our agreement with you, they shall be given the following order of priority: the Summary; these Conditions and then the Schedules.
- 9.10 **Which laws apply to the agreement and where you may bring legal proceedings.** The agreement and any disputes in relation to it (and/or the performance of it) is governed by English law. We agree that the courts of England have exclusive jurisdiction to settle any disputes or claims between us arising out of or in connection with the agreement and the performance or contemplated performance of it.

