



GroupEd Limited Terms and Conditions 2026

1. Definitions and Interpretation

1.1 The following terms shall have the meaning set out below:

- **Access Rights:** The level of access a User or Third Party has in respect of the System and Content, including, without limitation, what Content the User or Third Party can access and/or edit, whether the User or Third Party is authorised to generate Content and if so, the nature and scope of such Content.
- **Accredited Partner:** An Accredited Status partner of GroupEd, who is party to a current, valid Accredited Partner Agreement with GroupEd.
- **Accredited Partner Agreement:** A contract between the Organisation and an Accredited Partner for the provision of support by that Accredited Partner to an Organisation relating to the use of the System.
- **API:** An application programming interface made available by us to the Organisation, to enable the Organisation to interface directly and to allow access to the Organisation's information held in the System or to any Third Party Integration which the Organisation uses and wishes to interface with via the System.
- **Conditions:** These master SaaS terms and conditions and the Terms of Use.
- **Content:** Any content or material, whether of an audio or visual nature, which is accessible to a User, Users or Third Party via the System, which may include but is not limited to words, pictures, blogs, comments, reports, case studies, lesson plans, homework, programs, and podcasts.
- **Contract:** Each Order Form entered into between the parties relating to the provision of Service(s) by GroupEd to the Organisation (which shall be deemed made subject to the Conditions) and the Supplemental Terms (if any) including for the Initial Licence Period.
- **Customer:** Parents or guardians of pupils of the Organisation who purchase goods or services from the Organisation using the Payment Services.
- **Data Protection Legislation:** All applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.
- **Documentation:** The online service guides or other documentation which we may make available to the Organisation from time to time, which includes the specification of the System and any relevant instructions as to how to use the System.
- **Extension Period:** A one-year extension of a Service from the end of the Initial Licence Period or any Extension Period.
- **Fee:** The fee payable by the Organisation to us for use of any Service, as detailed in an Order Form.



- **Feedback:** The written and oral feedback to be provided to us by the Organisation and Users in respect of the System. For the avoidance of doubt, this may include, without limitation, written feedback and bug reports relating to the System and raised by teachers and other representatives of the Organisation at meetings with us to discuss the System.
- **Initial Licence Period:** The initial period for provision of the Service(s) by GroupEd to the Organisation detailed in the Licence Summary.
- **Organisation:** The customer detailed on the Licence Summary.
- **Intellectual Property Rights:** Any and all copyright and related rights, rights in software (including object code and source code), rights in inventions, patents, know-how, trade secrets, trademarks, trade names, services marks, design rights, rights in get-up, database rights and rights in data, domain names, rights in goodwill and the right to sue for passing off, and all other similar rights in each case whether or not registered, and wherever existing.
- **Licence Period:** The period from the commencement of the Organisation's access to the System until the expiration or termination of any Contract(s) entered into pursuant to these Conditions.
- **Licence Summary:** The combination of all Order Forms completed and signed by the parties, including but not limited to, the details of all of the Service(s) to be provided, the duration of the Licence Period(s) including the Initial Licence Period, and the Fee(s).
- **Order Form:** The order for services completed in the order form
- **Payment Provider:** Any bank, financial organisation, payment services provider, and/or card issuer which GroupEd engages to provide the Payment Services.
- **Payment Services:** The parts of the System which enable Customers to make payments directly to the Organisation, facilitated by a third-party Payment Provider.
- **Purpose:** The purpose of using the System for the Organisation's own internal academic purposes. For the avoidance of doubt, the Purpose does not include any commercial purposes of the Organisation (except in respect of the Payment Services) or any third party.
- **Service:** One of our service lines provided by us to the Organisation pursuant to an Order Form, as set out on the Licence Summary, including (without limitation), the System and any Training.
- **Supplemental Terms:** Any special conditions that also apply to the Contract.
- **System:** The GroupEd management information system, intended for use on and access from a computer, smartphone, or tablet computer, which enables a User to access Organisation information on behalf of the Organisation.
- **Terms of Use:** The terms and conditions which the Organisation, and each individual User, must agree to in order to access and use the System, in whole or in part, as amended from time to time and available here.
- **Third Party:** Shall be construed to mean any organisation that offers Third Party Integrations, and is granted various Access Rights, or any other third



party supplier to which the Organisation grants Access Rights, including an Accredited Partner.

- **Third Party Integration:** The interfacing of the System with a Third Party application or similar via an API (or manually) requested by the Organisation.
- **Training:** The training provided by us to the Organisation in relation to the System, as may be agreed between the parties in writing from time to time and set out in the Licence Summary.
- **User:** A single individual who is granted Access Rights by the Organisation (usually but not necessarily as an employee or consultant of the Organisation) in respect of the System. For the avoidance of doubt, different Users may have varying levels of Access Rights to the System, as determined by the Organisation.
- **User Content:** Content generated by a User.
- **We, Us, Our, GroupEd:** GroupEd Limited (Company No. 10416481) whose registered office is at The Ocean Park House, East Tyndall Street, Cardiff CF24 5ET.
- **Working Hours:** 8 am to 5 pm (GMT) Monday to Friday, excluding public and bank holidays.

The definitions in the Data Processing Schedule (Schedule 1) shall apply to this Contract mutatis mutandis and in the event of any inconsistency between the two definitions, the terms of the Schedule shall prevail.

2. The Contract

2.1 Each Contract shall be deemed to have been entered into upon signature by the Organisation of the relevant Order Form or when we make the relevant Service available to the Organisation, whichever is the earlier (the "Commencement Date").

2.2 In case of conflict between, the following order of precedence shall be followed (highest priority first): (a) any Supplemental Terms; (b) the Order Form (c) these Conditions; and (d) Terms of Use.

2.3 The System is licensed, and the Training is provided subject to these Conditions and these Conditions shall be the sole terms and conditions applicable to the Organisation's use of the System or any Service. Terms and conditions on the Organisation's order form, purchase order, or other similar document shall not be binding on us.

2.4 The Organisation acknowledges and agrees that:

- (i) if the Organisation does not agree to the Terms of Use, any Contract entered into with us will immediately terminate; and
- (ii) if an individual User does not agree to the Terms of Use, it will not be entitled to access or use the System or any part thereof.



2.5 No representative, agent, or other person has our authority to vary, amend or waive any of these Conditions on our behalf and no amendment or addition to any of these Conditions shall be deemed to have been accepted unless signed in writing by a Director of GroupEd Limited.

2.6 By entering into each Contract, the Organisation represents, warrants, and undertakes that it has the requisite power and authority to enter into a Contract, and that any individual signing the Contract on the Organisation's behalf has been duly appointed by the Organisation and given the requisite power and authority to bind the Organisation. We shall be entitled to rely on this clause 2.6 as a condition of any Contract entered into pursuant to these Conditions.

2.7 The Organisation may order additional Services under these Conditions by agreeing to a new Order Form.

2.8 We may modify any terms of these Conditions at any time and at our sole discretion by informing the Organisation no less than 30 days in advance using the System or other means of communication. Further use by the Organisation of the System or any Service after such period will constitute acceptance of the modification. If the Organisation does not agree to any of the modifications, it may provide a written notice to us stating that the Organisation does not accept the modification, after which we may, in our sole discretion and as the Organisation's sole recourse:

- (a) terminate the relevant Contract (or the relevant Service); or
- (b) permit the Organisation to continue using the Service(s) on the unchanged terms until the commencement of the next Extension Period (if any) for any Service, after which the updated terms shall apply to all or any Service(s).

2.9 The Organisation acknowledges and agrees that GroupEd may engage subcontractors (or third-party agents) to provide the Services to the Organisation.

3. Licence of the System

3.1 In consideration of the Organisation paying the Fee in accordance with the payment mechanism detailed in the relevant Order Form, we grant to the Organisation a non-exclusive, non-sub-licensable, licence for the Licence Period (subject to earlier termination in accordance with these Conditions) to use the Services, and the Documentation, strictly for the Purpose and subject to these Conditions.

3.2 We warrant that the System will materially conform with the Documentation at the Commencement Date. The Organisation's sole and exclusive remedy for our breach of this warranty shall be that we shall, upon receipt of written notice of



breach, use reasonable endeavours to modify the System to be compliant with this warranty, and if we do not modify the System within a reasonable period of time, the Organisation will be entitled to terminate the relevant Contract on written notice. The Organisation acknowledges that, where it terminates a Contract in accordance with this clause 3.2, it shall not be entitled to any refund of any Fee paid for use of the System or any Service by the Organisation before the date of such termination.

3.3 Subject to the foregoing warranty, the Organisation agrees that we may modify or update the System or change the way it operates at any time without notice.

3.4 We will use our reasonable endeavours to maximise uptime, and ensure that the System is available at least

- (a) 99.8% of the time during Working Hours; and
- (b) 98.5% of the time outside of Working Hours excluding where the System is detrimentally affected due to:
 - (a) routine or emergency maintenance downtime by us, our subcontractors, or third-party agents;
 - (b) any improper use, misuse or unauthorised alteration of the System by the Organisation;
 - (c) any use of the System by the Organisation in a manner inconsistent with the then-current Documentation;
 - (d) the use by the Organisation of any hardware or software not provided by us or approved by us for use by the Organisation in connection with the System;
 - (e) a failure between the Organisation's computer(s) and the internet;
 - (f) Third Party Integrations;
 - (g) cyber attack, distributed denial of service attack, virus or similar;
 - (h) factors outside of our reasonable control; or
 - (i) the Organisation's action or inaction, or any action or inaction of the Users or the Organisation's other suppliers.

3.5 The Organisation acknowledges and agrees that the System will interface with and process data from the Organisation's management information systems and any other relevant systems in which the Organisation stores data. The Organisation represents, warrants and undertakes that it has obtained and shall maintain all necessary rights, permissions, licenses, and/or consents for itself, and to enable us to lawfully carry out such interfacing and use such data as contemplated by these Conditions, including by way of the provision of a fair processing notice to individuals where they are providing personal data. The Organisation shall fully indemnify us and hold us harmless against any claim that the Organisation's use of the System or of such data breaches the intellectual property rights, confidentiality rights, privacy rights, or any other rights of any Third Party or Customer.



3.6 We may provide the Organisation with APIs in order to permit the Organisation to utilise the services of a Third Party, where the Organisation is permitted to do so and where the Organisation wishes to allow Third Party Integration with the System.

3.7 We may suspend, disable or withdraw access to these APIs at any time, without any liability to the Organisation or any Third Party.

3.8 The Organisation acknowledges and agrees that APIs:

- (a) are provided free of charge
- (b) are provided "as-is", and without any warranty of any kind; and
- (c) may not be used for the purpose of developing or interfacing with any product or software which substantially replicates the functionality of any part of our System, or which competes with any of our Services or products.

3.9 The Organisation acknowledges that the only warranties provided in relation to the Third Party Integration, or the supply thereof are those contained in the license from the Third Party of the same. No warranties will be provided by GroupEd in relation to any Third Party Integrations.

4. Access Rights

4.1 The Organisation understands and agrees that it shall be responsible for administering and monitoring Access Rights to Users, including without limitation:

- (a) using its discretion to appoint administrators who shall be responsible for the Organisation, Users' and Customers' use of the System (and any other Service) ("Administrators");
- (b) allocating usernames and passwords to Users and/or Customers; and
- (c) attributing the appropriate level of Access Rights to each individual User, and specifically to ensure that any Access Rights are granted in compliance with any of the Organisation's obligations pursuant to the Data Protection Laws.

4.2 In relation to Access Rights, the Organisation agrees that GroupEd shall not be responsible for any error, act, or omission of the Organisation (including without limitation by any of the Organisation's Administrators and/or Users) in respect of the level of Access Rights granted to any individual User.

4.3 With regards to Third Party Integrations, the Organisation understands and agrees that it shall be solely responsible for:

- (a) approving and/or rejecting any connection requests for Third Party Integrations; and
- (b) administering, managing, and monitoring a Third Party's Access Rights, which includes the ability of a Third Party to read (access data), write (create data), update (edit data), and/or delete Content from time to time.



4.4 GroupEd shall not be responsible, and excludes liability (whether directly or indirectly arising), for the following: an Organisation providing incorrect Access Rights to a Third Party; vetting any Third Party who wishes to implement a Third Party Integration for the Organisation; any action or inaction, acts or omissions, of a Third Party; the Organisation's use of the API/integration with the System; and/or the Organisation's allocation of usernames and/or passwords to Users.

5. Support & Updates

5.1 All Organisations must have an active subscription from either GroupEd or a GroupEd Accredited Partner.

5.2 The Organisation shall notify GroupEd in a timely manner in the event it becomes aware of any problem or error with the System and/or any Third Party Integrations. GroupEd shall use reasonable efforts to remedy, in a timely manner, and at the Organisation's cost, any problem with the System that GroupEd becomes aware of, and/or contact any Third Party to rectify an issue with a Third Party Integration.

5.3 GroupEd shall not be responsible for maintaining or remedying any Third Party Integration.

5.4 Where the Organisation enters into an Accredited Partner Agreement, the Organisation is solely responsible for arranging the Accredited Partner Agreement. Any Accredited Partner Agreement shall provide for all necessary Access Rights for the Accredited Partner. The Organisation acknowledges and agrees that GroupEd is not responsible for or party to any Accredited Partner Agreement.

5.5 During the License Period, GroupEd may (but shall be under no obligation to) modify, vary, update, or otherwise adapt the System, in whole or in part (each, an "Update").

5.6 Updates shall take effect automatically, but GroupEd shall use reasonable endeavours to notify the Organisation when an Update occurs.

5.7 The Organisation understands and agrees that Updates may only ever be used for the Purpose and for no other purpose.

5.8 GroupEd shall have the right to access the System, including without limitation Content, for the purpose of maintaining the System. Further, GroupEd shall be entitled to change any username, password, or other access information allocated by GroupEd to the Organisation for the purpose of essential network maintenance, enhancement, modernisation, or other work which GroupEd deems necessary for the operation of the System and/or its server.



5.9 The System may become unavailable for periods of time in order for planned maintenance to be performed. The Organisation shall be given advance reasonable notice of any planned maintenance, and GroupEd shall make reasonable efforts to ensure that the Organisation's use of the System is not interrupted during planned maintenance.

6. The Organisation's obligations

6.1 The Organisation agrees that it shall:

- (a) provide GroupEd with all necessary cooperation in relation to this Contract;
- (b) positively promote the System to all staff and pupils of the Organisation, and where the Organisation deems it appropriate, Customers, and encourage all such parties to become Users of the System;
- (c) provide GroupEd with regular Feedback and bug reports relating to the System during the License Period;
- (d) use reasonable efforts to ensure that any and all Users shall at all times provide the Feedback using all reasonable skill and care. For the avoidance of doubt, this shall include without limitation using all reasonable endeavours to ensure that the Feedback is accurate, honest, complete, and up to date;
- (e) comply with and ensure that all Users shall always comply with the Terms of Use. The Organisation further agrees that GroupEd shall be entitled to investigate, and shall be entitled to require that the Organisation investigates, any material or repeated breach of the Terms of Use by any User;
- (f) ensure that all electronic communication between the Organisation and Customers is protected by industry-standard protection against unauthorised access to or manipulation of data;
- (g) at no time during the life of the Contract use or permit or assist any third party to use the System for any purpose other than the Purpose;
- (h) notify GroupEd promptly of any proposed or executed Accredited Partner Agreement, including details of the Accredited Partner;
- (i) at no time enter into any Accredited Partner Agreement with any Third Party other than an Accredited Partner; and
- (j) ensure all Users and/or Customers shall keep its and their (as applicable) registration and account details secure and confidential, including but not limited to Users' or Customers' names and passwords, and shall not share or disclose such information to any third party. The Organisation shall be solely responsible for any information provided or actions undertaken using the login information provided to the Organisation and its Users and/or Customers.

6.2 GroupEd shall send the Organisation initial and subsequent invoices in accordance with the Order Form. This Contract is made in accordance with GroupEd Guide to Billing which is herein incorporated into the terms of this Contract and stored on GroupEd's support help desk online (<https://grouped.com/support/>).



6.3 If the Organisation does not give notice to terminate a Service in accordance with these Conditions after the Initial License Period (or any Extension Period) for that Service, the License Period for that Service shall automatically be extended for an additional Extension Period. The Organisation shall pay GroupEd, at GroupEd's then-current pricing, the Fees for the Extension Period within 30 days of the issue of an invoice from GroupEd.

6.4 The Organisation agrees that the Fees shall be paid in full in pounds, are non-cancellable and non-refundable, and are exclusive of value-added tax or any other applicable local taxes, which shall be added to GroupEd's invoices at the appropriate rate.

6.5 If the Organisation does not pay the Fees on time, then GroupEd may suspend the Organisation's access to the System without notice or liability.

6.6 The Organisation represents, warrants, and undertakes

(a) that all information provided by it in connection with these Conditions and the Payment Services, whether to GroupEd or to any relevant third party (including any Payment Provider or Third Party), is and will be complete and correct, and

(b) that if any of such information changes, the Organisation will immediately notify GroupEd and/or such relevant third party.

6.7 The Organisation acknowledges and agrees that where it provides notice to terminate in accordance with clauses 2.8(a) or 3.2 of these Conditions, then such notice shall be no less than 60 days' written notice and whilst GroupEd will continue to support the Organisation fully during this period, the Organisation will need to make plans to export its data prior to GroupEd deleting such data in accordance with clause 15.2. The nominated GroupEd representative will contact the nominated Organisation representative to confirm a migration date and mechanism to provide data in this time.

7. Content

7.1 The Organisation agrees that it shall:

(a) be solely responsible and liable for all Content, including without limitation User Content and any Content generated by or on behalf of the Organisation which is uploaded to or otherwise made available to GroupEd by the Organisation's use of the System or any Service; and

(b) be responsible for monitoring Content, including without limitation User Content, and ensuring that such Content and User Content complies with the Terms of Use.



7.2 The Organisation acknowledges and agrees that GroupEd shall not be responsible for monitoring any Content, including without limitation the User Content.

7.3 To the extent that the Organisation makes available to a Third Party any Content or data which the Organisation uploads to or otherwise makes available within the System, the Organisation acknowledges and agrees that GroupEd shall have no liability whatsoever to any Third Party in respect of any use of that Content or data by such Third Party.

8. Hardware and Internet

8.1 Subject to condition 8.2, we confirm that:

- (a) we shall supply the System and, where applicable, Training, using reasonable skill and care;
- (b) all data and other Content, including User Content, shall at all times be stored on secure servers.

8.2 The Organisation is responsible for obtaining, paying for, and maintaining its own internet connection and hardware in order to make use of the System. GroupEd shall not be responsible for any error or downtime suffered by the Organisation in respect of the Organisation's internet and/or hardware. Further, except as expressly set out in the Contract, GroupEd shall not be responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software or combination thereof, including injury or damage to any person's computer, mobile phone, or other hardware or software, related to or resulting from using the System, including without limitation downloading / uploading materials using the System.

9. Payment Services

9.1 Upon agreement in an Order Form, the Organisation may utilise the Payment Services, subject to the terms outlined in this clause 9 and any applicable terms and conditions of the Payment Provider, which the Organisation must accept prior to using the Payment Services.

9.2 The Organisation acknowledges that the Payment Services are provided by a third-party Payment Provider and not by GroupEd. These services enable a Customer, who has an account with the Payment Provider and has agreed to its terms and conditions and privacy notice, to transfer funds from their account to the Organisation's account.



9.3 GroupEd is not a party to any transactions made using the Payment Services and shall bear no liability whatsoever to the Organisation or a Customer regarding the use of the Payment Services.

9.4 GroupEd reserves the right to change or withdraw the Payment Services at any time due to legal or technical reasons.

9.5 The Organisation shall adhere to our reasonable instructions and those of any Payment Provider for the operation of the Payment Services.

9.6 The Organisation is responsible for any fees or charges imposed by any Payment Provider for transactions initiated using the Payment Services. These fees, along with our applicable Fees identified in the License Summary, will be initially charged to GroupEd by the Payment Provider. GroupEd will invoice the Organisation fortnightly to recover the transaction charges paid to the Payment Provider during that period. Such charges are exclusive of VAT, which is payable by the Organisation.

9.7 The Organisation shall comply with the terms and conditions of the Payment Provider and indemnify GroupEd fully against any claims, losses, or damages resulting from the Organisation's breach of such terms and conditions.

9.8 The Organisation shall maintain records of all data relating to each transaction made using the Payment Services and provide such records upon GroupEd's reasonable request for auditing purposes or in the event of a dispute between GroupEd and a Payment Provider regarding the amount of charges due for the Organisation's use of the Payment Services.

9.9 The Organisation agrees to indemnify us fully against any claims, costs, or losses arising from any unauthorised use of the Payment Services by its Customers, Users, employees, agents, or contractors.

10. Intellectual Property

10.1 The Organisation acknowledges and agrees that:

- (a) All Intellectual Property Rights related to the System, the Documentation, the API, and/or any Service belong to and shall remain vested in us or our licensors.
- (b) The System, Documentation, API, and any Service are licensed (not sold) to the Organisation for the License Period only.
- (c) Except as expressly set out in these Conditions, the Organisation has no rights in or to the System, Documentation, API, or any Service, or any part thereof.



10.2 The Organisation shall own or be responsible for any data it makes available to us through its use of the System, including personal data, Content, User Content, and third-party curriculum content ("Organisation Data"). The Organisation shall ensure that it has all necessary permissions, licenses, or consents to make such Organisation Data available to us. Feedback and benchmarking data (of the anonymised aggregation of data including Organisation Data) shall be owned by us.

10.3 The Organisation grants us a royalty-free, non-transferable, non-exclusive license to use, copy, and otherwise utilise the Organisation Data to the extent necessary for us to benchmark, provide the System and any Service, or to enable us to perform our rights, remedies, and obligations under these Conditions.

10.4 The Organisation assigns, and shall procure that any Users assign, to us absolutely and with full title guarantee (including by way of present assignment of future Intellectual Property Rights) any Intellectual Property Rights in any Feedback provided to us pursuant to these Conditions.

10.5 The Organisation waives any moral rights arising in any Feedback pursuant to Chapter IV of the Copyright, Designs and Patents Act 1988, or any broadly equivalent rights in any other part of the world.

11. Confidentiality

11.1 Each party may be given access to Confidential Information from the other party to perform its obligations under this Contract. A party's Confidential Information shall not include information that:

- (a) Is or becomes publicly known other than through any act or omission of the receiving party.
- (b) Was in the other party's lawful possession before the disclosure.
- (c) Is lawfully disclosed to the receiving party by a third party without restriction on disclosure.
- (d) Is independently developed by the receiving party, as evidenced by written evidence.

11.2 Each party shall hold the other's Confidential Information in confidence and not make it available to any third party, or use it for any purpose other than the implementation of this Contract, except as required by law or by any governmental or regulatory authority.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.



11.4 A party may disclose Confidential Information to the extent required by law, governmental or regulatory authority, or by a court of competent jurisdiction, provided that it gives the other party as much notice of such disclosure as possible.

11.5 Neither party shall be responsible for any loss, destruction, alteration, or disclosure of Confidential Information caused by any third party.

11.6 Details of the Services and the results of any performance tests of the Services constitute GroupEd's Confidential Information, while Customer Data is the Confidential Information of the Customer.

11.7 No party shall make any public announcement concerning this Contract without the prior written consent of the other parties, except as required by law or any governmental or regulatory authority.

11.8 The confidentiality provisions of this clause shall survive termination of this Contract.

11.9 The above provisions of this clause shall survive termination of this Contract, however arising.

These confidentiality provisions aim to ensure that sensitive information exchanged between the parties remains protected and is not disclosed to unauthorised individuals or entities, except as required by law or with the consent of the disclosing party. It's essential for maintaining trust and protecting the interests of both parties involved in the contract.

12. Liability

12.1 The Organisation understands and agrees that:

(a) No warranty is given that the System (in whole or in part) is free from defects or that it is bug or error-free or that access to it will be uninterrupted, and the Organisation acknowledges and agrees that the System is provided "as is";

(b) GroupEd shall not be liable for any act or omission of any Accredited Partner under any Accredited Partner Agreement or the impact on the Organisation of following that Accredited Partner's advice, its use of the System or its receipt of the Additional Support; and

(c) the System has not been developed to meet the Organisation's individual requirements. Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from each Contract. Nothing in these Conditions limits or excludes the liability of either party for



death or personal injury resulting from negligence; or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.

12.2 Subject to conditions 3.5 and 12.3 (where such liability shall not be limited):

(a) Neither party shall be liable for any loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) each party's total liability arising under or in connection with all Contracts entered into pursuant to these Conditions, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise shall be limited in the aggregate to the Fee paid or payable by the Organisation to Us for the year in which the breach occurs.

12.3 Notwithstanding the provisions of this clause 12, where Supplemental Terms apply, the Organisation's sole remedy for any breach of the Supplemental Terms.

12.4 The Organisation shall fully indemnify us and hold us harmless and keep us indemnified in respect of any loss, costs, damages, expenses (including legal expenses), and claims suffered by us in connection with the following, provided always that the Organisation's liability under this clause 12.4 shall not exceed the Fee payable by the Organisation in the year in which the liability arises or, the maximum level of liability permitted by the relevant Organisation under its relevant funding agreement in place in the year in which the liability arises, whichever is the higher:

(a) the Organisation's use of the System in any way which does not comply with our reasonable instructions and/or the Terms of Use;

(b) any claim that any Content (including without limitation User Content) infringes any Intellectual Property Right of any third party;

(c) any claim by any Third Party to which the Organisation makes available any data or Content from the System, where such Third Party places any reliance on the quality or content of such data or Content;

(d) any breach by the Organisation of the Data Protection Laws; and/or

(e) any act or omission of any Third Party, or any liability arising whatsoever and howsoever caused (whether arising directly or indirectly) as a result of the use of Third Party Integrations or any Accredited Partner Agreement.

13. Audit Rights

13.1 The Organisation shall allow and procure for us (or any of our authorised representatives) access to the Organisation's records in order to permit us to inspect use of the System and to audit (and take copies of) any relevant records to the extent



necessary for us to verify that the Organisation is in compliance with its obligations under these Conditions.

13.2 Unless otherwise agreed in writing, the inspection and audit referred to in clause 13.1 shall be undertaken during the Organisation's normal business hours, and subject to us having given no less than five (5) working days' notice, no more than once in any calendar year.

13.3 The Organisation acknowledges and agrees that we may monitor, collect, store and use information relating to the Organisation's use of, and the performance of, the System (including the Organisation Data) in order to detect threats or errors to the System and/or our operations, and for the purposes of further developing and improving the System, provided that such activities at all times comply with the Data Protection Laws.

14. Force Majeure

GroupEd shall have no liability to the Customer under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of GroupEd or any other party), failure of a utility service or transport or internet or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, and GroupEd shall ensure that the Customer is notified of such an event as soon as reasonably possible and its expected duration.

15. Termination

15.1 Without prejudice to any rights or remedies already accrued to a party, either party may terminate the Contract at any time with immediate effect by giving written notice to the other if the other commits a material breach of the Contract which is not capable of remedy or if it is capable of remedy, if it does not remedy such breach within 21 days of receiving notice from the other requiring it to do so.

15.2 Upon expiration or termination of the Contract for any reason and at any time:

- (a) all rights and licences granted to the Organisation under the Contract shall immediately cease and the Organisation shall cease all activities authorised by the Contract;
- (b) we shall be entitled to disable the Organisation's access of the System, in whole or in part; and



(c) for up to 7 days following termination we shall, upon written request from the Organisation, make available to the Organisation such data as held on the System at the termination date in a format to be agreed between the parties at the time of such expiration or termination. We shall be entitled to charge a reasonable administration fee for this service which shall be notified in advance to the Organisation. Organisation data shall not be available and will be automatically deleted immediately after this 7 day period has ended (except any data we are required to retain by law).

15.3 The Organisation understands and agrees that:

- (a) in the event of planned maintenance and/or the Organisation breaching the terms of the Contract (which shall include any breach by a User) we shall be entitled to disable the Organisation's access and use of the System, in whole or in part. For the avoidance of doubt, in the event that the Organisation's right of access to the System is disabled at any time, howsoever caused, any and all Users' access and use of the System shall also be disabled; and
- (b) in the event that a User breaches the Terms of Use or at any time upon us giving reasonable prior notice to the Organisation, we shall be entitled to disable any User's access and use of the System, in whole or in part.

15.4 The Organisation understands that in the event our relationship with any of our third party suppliers who provide software, hosting or other software, technology or related services to us ("Third Party Supplier") terminates or expires for any reason, or if the Third Party Supplier requires us to change the way we provide the System or other technology, we shall (where such expiry, termination or change impacts on our ability to licence the System to the Organisation) be entitled to suspend the Organisation's access on a temporary basis and/or terminate the relevant Contract with immediate effect upon giving the Organisation written notice.

16. Counterpart Clause

This Contract may be executed in any number of counterparts, each of which is an original and which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document. Transmission of the executed signature page of a counterpart of this Contract by: e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract.

17. Governing Law

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. Notices

18.1 Any notice required to be given under this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Contract, or such other address as may have been notified by that party for such purposes, in each case addressed for the attention of the Legal Department. Legal notices may not be validly served by email but this shall not preclude other matters requiring agreement in writing to be agreed over email.

18.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

18.3 Writing shall include email.

19 General

19.1 Interest on Late Payments

If any payment under this Contract is late, you will be charged interest at the base rate of the Bank of England.

19.2 Training Services Validity

Training Services will be valid for up to 12 months from the date of purchase or until the end of the Contract Term, whichever comes sooner.

19.3 Waiver and Severability

Our failure or delay in exercising any right under this Contract will not be considered a waiver of that right.

Any single or partial exercise of a right or remedy available to us under this Contract will not prevent us from exercising that right or any other right or remedy further.

If any provision of this Contract is found to be invalid, unlawful, or unenforceable by a competent authority, that provision will be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

19.4 Entire Agreement



These Conditions, together with the Terms of Use and the Licence Summary, constitute the entire agreement between the parties and supersede any prior agreements, understandings, or arrangements. Each party acknowledges that it has not relied on any representation, undertaking, or promise given by the other, whether expressed or implied, except as expressly set out in these Conditions.

19.5 Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with UK Law. Each party submits to the exclusive jurisdiction of the UK courts.

19.6 Third-Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not allow any third party who is not a party to this Contract to enforce any term of this Contract.

19.7 Assignment by Organisation

The Organisation may assign, novate, or transfer all of its rights or obligations under these Conditions without our prior written consent, but on reasonable written notice to us.

19.8 Assignment by Us

We may assign, novate, sub-contract (in accordance with clause 2.9), or otherwise transfer any right or obligation under these Conditions in whole or in part at any time (subject to paragraph 6.5 of Schedule 1) without notice or consent, but we will notify the Organisation promptly as soon as reasonably practicable after any such event occurs.

Schedule 1: Data Processing

1. **Definitions and Interpretation** The following definitions and rules of interpretation apply in this Schedule, in addition to those contained in the main body of the Contract:
 - **Appropriate Safeguards:** Legally enforceable mechanism(s) for transfers of Personal Data as permitted under Data Protection Legislation from time to time.
 - **Data Controller:** As defined in the Data Protection Legislation.
 - **Data Processor:** As defined in the Data Protection Legislation.



- **Personal Data:** Any information relating to an identifiable person who can be directly or indirectly identified, particularly by reference to that information.
- **Personal Data Breach:** A breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.
- **Processing, Processes, and Process:** Any activity that involves the use of Personal Data or as defined by the Data Protection Legislation. It includes obtaining, recording, or holding the Personal Data, or carrying out any operations on the Personal Data, including organisation, adaptation, or alteration, retrieval, consultation, or use, disclosure, combination, erasure, or destruction.
- **Third-Party Processor:** Various hosting providers, cloud providers, SMS providers, and email providers engaged by GroupEd from time to time in relation to the Services.
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This Schedule is subject to the terms of the Contract and is incorporated into the same, taking immediate effect on the Effective Date. In case of any contradiction, inconsistency, or other discrepancy between the terms of this Schedule and the main body of the Contract, the terms of this Schedule will prevail. It should be read in conjunction with our Data Security policies: Data Retention Policy; Privacy Policy; and GDPR Policy

2. **Roles of Parties** The Organisation and GroupEd acknowledge that, for the purposes of this Contract, GroupEd shall act as Data Processor and the Organisation shall act as Data Controller.
3. **Compliance with Data Protection Laws** Each party will comply with its obligations under all relevant Data Protection Laws at all times concerning this Contract.
4. **Notification of Data Incidents** GroupEd will inform the Organisation without undue delay if, in connection with the Agreement, it:
 - Discovers or reasonably suspects any personal data related to this Contract has been accidentally or unlawfully destroyed, lost, altered, or disclosed.
 - Is contacted by any person seeking to exercise any right under the Data Protection Laws.
 - Is contacted by a data protection authority about personal data related to this Contract. In such cases, the parties will cooperate and keep each other informed.
5. **Transfer of Personal Data:** GroupEd shall not transfer personal data to, or process personal data in, any third country or territory outside of the UK without the prior written consent of the Organisation, unless certain conditions are met.
6. **Obligations of GroupEd:** GroupEd agrees to:



- Process personal data only in accordance with the instructions of the Organisation.
 - Maintain appropriate technical and organisational measures to safeguard personal data.
 - Establish procedures to promptly address data subject requests and assist the Organisation in handling such requests.
 - Ensure confidentiality of personal data and impose equivalent data protection obligations on sub-processors.
 - Notify the Organisation if an instruction infringes Data Protection Laws and refrain from such processing until consultation with the Organisation.
 - Cease processing personal data on behalf of the Organisation at the end of the Term and either delete or return all personal data to the Organisation.
7. **Third Party Integrations:** If the Organisation instructs GroupEd to allow any Third Party Integration into the System or enters into any Accredited Partner Agreement, the Organisation acknowledges that any such Third Party will be a data processor of the Organisation and not a sub-processor of GroupEd.
8. **Responsibility of the Organisation:** The Organisation shall be responsible for entering into an appropriate data processing arrangement with the Third Party and ensuring that any Third Party has appropriate agreements in place with their sub-processors.
9. **Limitation of Liability:** GroupEd shall not be liable for any acts or omissions of such organisation, as a result of the Third Party (or its sub-processors), its Access Rights, or the Third Party Integration itself.
10. **Loss of Personal Data by Third Parties:** Any loss of personal data by a Third Party or its sub-processors shall be the responsibility of the Organisation and the relevant Third Party, not GroupEd.
11. **Effect of Third Party Integration on the System:** GroupEd shall not be liable for any losses arising from the implementation of Third Party Integrations to the System.
12. **GroupEd's Rights:** GroupEd reserves the right to decline any request to use a Third Party Integration and request termination of any Accredited Partner Agreement.