



Terms and Conditions for Storyteller Application

Effective Date: [Date]

Provider: Dylogic Management Services Ltd trading as After Cloud

Registered Company Number: 12014911

Registered Address: Monkswell, Little Baldon, Oxford, OX44 9PU

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the Storyteller application ("Storyteller" or "the Platform"), a web-based platform provided by After Cloud. By accessing or using Storyteller, you agree to be bound by these Terms.

2. About Storyteller

Storyteller is a web-based application designed to provide children in care with a platform where content can be collated and curated for, with, and by them, in addition to those important to them. The Platform enables users to:

- Upload images
- Record videos and audio voice clips
- Write or dictate personal letters
- Support therapeutic life story work
- Capture moments from children's lives for their care records
- Help convey children's wishes and feelings
- Assist during transitions
- Help children claim their own story and narrative

3. User Eligibility and Access

3.1 Storyteller is intended for use by children in care, their carers, and authorised staff members of local authorities and children's services organisations ("Authorised Users").

3.2 Access to the Platform is granted only to organisations that have entered into a valid Commercial Licence Agreement with After Cloud.

3.3 All users must comply with these Terms and any applicable Acceptable Use Policy.

4. User Responsibilities

4.1 Authorised Users agree to:

- Use the Platform only for its intended purpose of supporting children in care
- Ensure all content uploaded is appropriate and in the best interests of the children
- Comply with all applicable laws and regulations, including those relating to safeguarding and data protection
- Maintain the confidentiality of any login credentials
- Notify After Cloud immediately of any unauthorised access or security breaches
- Not attempt to gain unauthorised access to any part of the Platform or related systems

4.2 Staff members and carers are responsible for:

- Content moderation and safeguarding oversight
- Ensuring appropriate use of the Platform by children in their care
- Completing any required training on the use of Storyteller
- Following all safeguarding protocols and guidelines

5. Acceptable Use

5.1 Users must not use Storyteller to:

- Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable
- Violate any applicable laws or regulations
- Infringe upon the intellectual property rights of others
- Transmit any viruses, malware, or other harmful code
- Attempt to interfere with or disrupt the Platform's functionality
- Use automated systems or software to extract data from the Platform
- Impersonate any person or entity or misrepresent affiliation with any person or entity

5.2 After Cloud reserves the right to suspend or terminate access to any user who violates these Terms.

6. Content Ownership and Intellectual Property

6.1 All intellectual property rights in Storyteller, including but not limited to software, design, graphics, text, and functionality, remain the sole and exclusive property of After Cloud.



6.2 All content uploaded by staff, carers, and children to Storyteller (including photographs, videos, audio recordings, and written content) remains the property of the individuals who created or uploaded such content and the commissioning organisation.

6.3 By uploading content to the Platform, users grant After Cloud a limited licence to store, process, and display such content solely for the purpose of providing the Storyteller service.

6.4 Users must not copy, reproduce, distribute, modify, or create derivative works from any part of the Platform without express written permission from After Cloud.

7. Data Protection and Privacy

7.1 After Cloud processes personal data in accordance with UK GDPR and the Data Protection Act 2018.

7.2 The commissioning organisation acts as Data Controller and After Cloud acts as Data Processor for the purposes of applicable data protection legislation.

7.3 All uploaded content is stored on servers located in the United Kingdom via Amazon Web Services (AWS).

7.4 After Cloud implements appropriate technical and organisational measures to ensure data security, including encryption, access controls, and regular security audits.

7.5 After Cloud only accesses uploaded content for technical maintenance and support purposes.

7.6 Users should refer to our separate Privacy Policy and Data Processing Agreement for full details on how personal data is collected, used, and protected.

8. Content Monitoring and Safeguarding

8.1 After Cloud is not responsible for monitoring the suitability of content uploaded to the Platform.

8.2 The commissioning organisation and its staff remain fully responsible for:

- Content moderation
- Ensuring appropriate safeguarding measures are in place
- The wellbeing, safety, and protection of all users
- Compliance with the Information Commissioner's Office Children's Code and other relevant guidelines

8.3 Users must immediately report any safeguarding concerns or inappropriate content to the appropriate authorities and notify After Cloud.

9. Service Availability and Support

9.1 After Cloud will use reasonable endeavours to ensure:

- System availability of 99.5% (excluding planned maintenance)
- Response to support queries within 4 business hours during business hours
- Resolution of critical issues within 48 hours where possible

9.2 Business hours are defined as 9am to 5pm, Monday to Friday, excluding weekends and UK bank holidays.

9.3 After Cloud will provide regular system updates and security patches to maintain the Platform's functionality and security.

9.4 Planned maintenance will be scheduled outside of peak usage times where possible, with advance notice provided to users.

10. Limitation of Liability

10.1 To the fullest extent permitted by law, After Cloud's total liability arising out of or in connection with these Terms shall not exceed the total fees paid by the commissioning organisation in the 12 months preceding the event giving rise to the claim.

10.2 After Cloud shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, loss of data, or business interruption.

10.3 Nothing in these Terms shall limit or exclude liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any other liability that cannot be excluded or limited under applicable law

10.4 Users acknowledge that the Platform is provided for the purpose of supporting children in care and that professional judgment must be exercised in its use.

11. Warranties and Disclaimers



11.1 After Cloud warrants that it has the right to provide access to Storyteller and that the Platform will perform substantially in accordance with its specifications.

11.2 The Platform is provided "as is" and After Cloud makes no warranties beyond those expressly stated in the Commercial Licence Agreement.

11.3 After Cloud does not warrant that the Platform will be uninterrupted, error free, or completely secure, although reasonable efforts are made to ensure reliability and security.

12. Force Majeure

12.1 Neither party shall be liable for any delay or failure to perform obligations under these Terms due to circumstances beyond their reasonable control, including but not limited to:

- Acts of God
- Government actions or regulations
- War or terrorism
- Pandemic or epidemic
- Failure of internet or telecommunications networks
- Power failures
- Natural disasters

13. Termination

13.1 Access to Storyteller may be terminated in accordance with the Commercial Licence Agreement between After Cloud and the commissioning organisation.

13.2 After Cloud reserves the right to suspend or terminate access for any user who breaches these Terms, immediately and without prior notice.

13.3 Upon termination, users will lose access to the Platform. Data export facilities will be provided for 90 days following termination, after which data may be deleted in accordance with the Commercial Licence Agreement.

14. Changes to Terms

14.1 After Cloud reserves the right to modify these Terms at any time. Users will be notified of any material changes via email or through the Platform.

14.2 Continued use of Storyteller following notification of changes constitutes acceptance of the modified Terms.

14.3 If users do not agree to the modified Terms, they should cease using the Platform and contact their organisation's administrator.



15. Confidentiality

15.1 Users agree to maintain the confidentiality of any sensitive information accessed through or shared via the Platform.

15.2 This obligation of confidentiality shall survive termination of access to the Platform.

16. Governing Law and Jurisdiction

16.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

16.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17. General Provisions

17.1 **Entire Agreement:** These Terms, together with the Commercial Licence Agreement, Privacy Policy, and Data Processing Agreement, constitute the entire agreement between users and After Cloud regarding use of the Platform.

17.2 **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.3 **Waiver:** No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

17.4 **Assignment:** Users may not assign or transfer their rights or obligations under these Terms without prior written consent from After Cloud.

18. Contact Information

For questions about these Terms or the Storyteller Platform, please contact:

After Cloud

Monkswell, Little Baldon, Oxford, OX44 9PU

Email: [Contact Email]

Phone: [Contact Number]



By using Storyteller, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.