

Last revised Sept 2018

iSpace Terms

These terms (the "**Terms**") tell you the terms and conditions on which iSpace Wellbeing Ltd (the "**Company**") provides its wellbeing curriculum (the "**Services**") through our website ispacewellbeing.com (the "**Platform**") to you.

Please read these Terms carefully as they govern your use of the wellbeing curriculum consisting of the Launch Package the Exploration Package and #iWonder (the "**Curriculum**") located on the Platform.

By registering and/or continuing to use the Platform and enrolling on a Curriculum you agree to be bound by these Terms. If you do not accept these Terms please do not register to use the Platform or enrol on a Wellbeing Training Course.

These Terms tell you who we are, how we provide the Services, how we may change the Services, how you and we may change or end the contract with the Company, what to do if there is a problem and other important information.

You represent and warrant that you are able to agree to these Terms on behalf of yourself, any school you work for and/or any person or entity that accesses or uses the Platform or enrolls on a Curriculum.

We may vary these Terms from time to time and shall post such alterations on the Platform. If you do not agree to the changes made to these Terms, then you have the right to stop using the Platform, and should do so immediately. Your continued use of the Platform or enrolment on any Curriculum after the date the changes have been posted will constitute acceptance of the amended Terms.

1. SUBSCRIPTION

1.1 Subject to the payment of the Subscription Fee and other terms and conditions set out herein, the Company hereby grants you a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit any third party to use the Services and the Documentation during the Subscription Term solely for the purpose of providing mental health and wellbeing education within your establishment.

1.2 You undertake:

1.2.1 to keep the secure password and Documentation for your use of the Services confidential;

1.2.2 if you become aware that the password has been provided to any third party, then without prejudice to the Company's other rights, you shall promptly notify us in writing; and

1.2.3 if you have failed to pay the Subscription Fee in accordance with clause 6.1, then without prejudice to the Company's other rights, you shall pay to the Company an amount equal to such underpayment as calculated in accordance with the prices set out in the Order Form within 10 Business Days of the date of the written request from the Company.

1.3 You shall not:

1.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:

1.3.2 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Documentation (as applicable) in any form or media or by any means; or

1.3.3 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or

1.3.4 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

1.3.5 use the Services and/or Documentation except as permitted under these Terms; or

1.3.6 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party; or

1.3.7 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under these Terms.

- 1.4 You shall use all your reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Company.

2. THE PLATFORM

- 2.1 The Company makes no warranty that the Platform will provide an uninterrupted service or be error free, or that any defects will be corrected. While we take steps to prevent misuse of our systems, we cannot warrant that the Platform and or Curriculum and/or Documentation will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. You shall always use up-to-date firewalls and anti-malware software to protect your equipment and data.
- 2.2 The Company may update the Platform from time to time, and may change the content on our Platform at any time. Any of the content on our Platform may be out of date at any given time, and we are under no obligation to update it.
- 2.3 The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.

3. YOUR DATA

- 3.1 You shall own all right, title and interest in and to all of your data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such data.
- 3.2 Our Privacy Policy (<https://ispacewellbeing.com/wp-content/uploads/2018/05/DATA-PRIVACY-NOTICE-V2.pdf>), also applies to your use of our Curriculum and the Platform. It sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Platform, you consent to such processing and you warrant that all data provided by you is accurate.
- 3.3 You acknowledge and agree that we may use the school's name for our marketing purposes, including but not limited to including the school's name in our marketing emails to other users.

4. YOUR OBLIGATIONS

- 4.1 You undertake to ensure that each relevant teacher:
 - 4.1.1 complies with the training requirements supplied as part of the Service and contained on the Platform; and
 - 4.1.2 from time to time, provides a constructive feedback to the Company regarding the operation and use of the Curriculum and the Platform;
 - 4.1.3 co-operates with us in all matters relating to the Terms including, but not limited to, ensuring each relevant teacher's training requirements, as may be set out in the Curriculum pack, are being met.
- 4.2 You acknowledge that the Company is not obliged to monitor (i) how you use the Curriculum; (ii) whether you are following the advised format of the Curriculum; (iii) whether you are following the school's all applicable internal policies when using the Curriculum.
- 4.3 You acknowledge that the company has no responsibility or liability over how the curriculum and its content is delivered by the people using it to educate children.

5. COMPANY'S OBLIGATIONS

- 5.1 The Company shall:
 - 5.1.1 provide you with:
 - (a) all necessary co-operation in relation to the Services; and
 - (b) all necessary access to the Platform and the Documentation,for the purposes of accessing the Platform and using the Curriculum; and
 - 5.1.2 without affecting its other obligations under these Terms, comply with all applicable laws and regulations with respect to its activities under these Terms.

6. CHARGES AND PAYMENT

- 6.1 You shall pay the Subscription Fee to the Company for the User Subscriptions by a bank transfer no later than the payment date on the invoice.
- 6.2 If the Company has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Company:
- 6.2.1 the Company may, disable your password, account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 6.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Company's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
 - 6.2.3 All amounts and fees stated or referred to in these Terms:
 - 6.2.4 shall be payable in pounds sterling;
 - 6.2.5 non-cancellable and non-refundable;
 - 6.2.6 are exclusive of value added tax, which shall be added to the Company's invoice(s) at the appropriate rate.
- 6.3 The Company shall be entitled to increase the Subscription Fee, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 6.1 and the Order Form, at the start of each Renewal Period upon 90 days' prior notice and the relevant Order Form shall be deemed amended accordingly.

7. CONFIDENTIALITY

For the duration of the Subscription, you may be given access to Confidential Information. You undertake during or after termination of the Subscription, not to exploit any Confidential Information and the provisions of these Terms except as permitted under these Terms.

8. INTELLECTUAL PROPERTY

- 8.1 You acknowledge that all present and future copyright and other intellectual property rights subsisting in, or used in connection with, the Curriculum, Platform and the Documentation (the "**Intellectual Property**") is the Company's property (or that of our licensors), and nothing in these Terms shall be taken to transfer any of the Intellectual Property to you.
- 8.2 The Company confirms that it has all the rights in relation to the Curriculum and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these Terms.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in these Terms shall limit or exclude our liability for fraud or fraudulent misrepresentation.
- 9.2 If you are dissatisfied with the Service or the Platform, your only remedy under these Terms shall be to discontinue your use of the Platform. Without limiting the preceding sentence, we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control.
- 9.3 Subject to clause 9.1:
- 9.3.1 the Company shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and the Service; and
 - 9.3.2 the Company's total liability to you in respect of all other losses arising under or in connection with these Terms and the Service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Subscription Fee received from you for the relevant Wellbeing curriculum.

10. TERMINATION

- 10.1 If any provision of these Terms is declared by any relevant competent authority to be unenforceable (or indications of this are made by any such authority), you agree to discuss with us amending that provision in a reasonable manner so that it achieves the purpose of these Terms without illegality. If we agree that the effect of any declaration is to defeat the original intention of these Terms, either of us may terminate these Terms in writing.
- 10.2 Either party may terminate these Terms with immediate effect by giving written notice to the other party if:
- 10.2.1 either of us commits a material breach of these Terms and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 10.2.2 either of us takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed to any of its assets; or
 - 10.2.3 either of us suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 10.3 Without limiting our other rights or remedies:
- 10.3.1 we may terminate these Terms and our Services with immediate effect by giving written notice to you if you fail to pay any fee due under these Terms on the due date for payment and fails to pay all outstanding fees within 30 days after being notified in writing to do so; and
 - 10.3.2 we may suspend provision of the Services to you under these Terms if you become subject to any of the events listed in term 10.2.2 or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any fees due under these Terms on the due date for payment.
- 10.4 Termination of these Terms does not affect your ongoing obligation to pay any fees due from you under these Terms. Terms 6 to 10 (inclusive) and 12.6 shall survive the termination of these Terms and:
- 10.4.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of the fees but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by the you immediately on receipt;
 - 10.4.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry; and
 - 10.4.3 terms which expressly or by implication survive termination shall continue in full force and effect.
- 10.5 On termination in accordance with the terms of these Terms, you must: (i) cease to access the Platform; (ii) cease using the Curriculum and the Documentation; and (iii) return all Confidential Information to the Company.

11. FORCE MAJEURE

- 11.1 For the purposes of these Terms, force majeure means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport 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 Company's or subcontractors ("**Force Majeure Event**").
- 11.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure Event. If a Force Majeure Event prevents us from providing the Services then we shall, without limiting our other rights or remedies, have the right to terminate these Terms and our Services immediately by giving written notice to you.

12. GENERAL

12.1 Assignment and other dealings

- 12.1.1 We may at any time assign, transfer, subcontract or deal in any other manner with all or any our rights under these Terms and may subcontract or delegate in any manner any or all of our obligations under these Terms to any third party or agent.

- 12.1.2 You shall not, without our prior written consent, assign, transfer, subcontract, or deal in any other manner with any or all of your rights or obligations under these Terms.

12.2 Notices

- 12.2.1 A notice given to a party under or in connection with these Terms shall be in writing, sent to the address or email of the relevant party stated in the Order Form.
- 12.2.2 Any notice sent under or in connection with these Terms and the Services is deemed delivered on the next day following delivery.
- 12.2.3 This clause 12.2 does not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

12.4 Waiver

A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- 12.4.1 waive that or any other right or remedy; nor
- 12.4.2 prevent or restrict the further exercise of that or any other right or remedy.

12.5 Third parties

A person who is not a party to these Terms shall not have any rights to enforce its terms.

12.6 Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them or their 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 and each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

13. DEFINITIONS

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London, England are open for business.

"**Confidential Information**" means the Documentation and any other information contained on the Platform and related to the Curriculum or made known to you that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information.

"**Documentation**" means the document made available to you by the Company online via the Platform or such other web address notified by the Company to you from time to time which sets out a description of the Services and the user instructions for the Services.

"**Effective Date**" has the meaning set out in the relevant Order Form.

"**Initial Subscription Term**" means the initial term subscription to the Curriculum as set out in the relevant Order Form.

"**Initial Subscription Term**" has the meaning set out in the relevant Order Form.

"**Renewal Period**" means the renewal period as may be set out in the relevant Order Form.

"**Subscription**" means the subscription for the Curriculum in accordance with these Terms.

"**Subscription Term**" means the Initial Subscription Term or the Renewal Period.

"Subscription Fee" means the subscription fee for the relevant Wellbeing Curriculum payable by you in accordance with these Terms.

- 13.1 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.
- 13.2 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.
- 13.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 13.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 13.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 13.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Terms.
- 13.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of these Terms under that statute or statutory provision.
- 13.8 A reference to writing or written includes faxes and not e-mail.
- 13.9 References to clauses and schedules are to the clauses and schedules of these Terms; references to paragraphs are to paragraphs of the relevant schedule to these Terms.