



## 2SIMPLE USER AGREEMENT FOR ALL PRODUCTS

### Background

This user agreement (Agreement) details the licence we grant you and the terms and conditions of use for our software products (our Products) as currently offered and that we may offer from time to time.

By accessing any of our Products you are entering into this Agreement yourself or on behalf of your organisation and this Agreement will apply regardless of who has paid for the subscription to our Products. This Agreement also applies to free subscriptions and trials of our Products.

### 1 Provision of Service

1.1 Our Products and their related websites are owned by 2Simple Limited. Company number 03843465 (2Simple), whose registered office is at 5 Broadbent Close, Highgate, London N6 5JW.

1.2 You will receive access to our Products following either payment, or agreement to pay whether verbally or in writing if offered credit terms, for the period of your subscription. 2Simple agrees to provide you with reasonable support by telephone or email during normal working hours for the purpose of assisting you to maintain access to our Products.

1.3 This Agreement and the documents referred to within it contain all the terms on which we provide our Products to you. They supersede any previous representations or agreements.

1.4 Where you are a private consumer nothing in this agreement shall reduce your statutory rights.

1.5 Your subscription begins on the day that we notify you by email that it has begun and provide you with login details. It is your own responsibility to ensure that the login details are passed on to the relevant person at your organisation to facilitate access to our Products. Subscriptions cannot be assigned or transferred to another person or organisation without our written consent.

1.6 The fee for your subscription (the Fee) is calculated annually on the anniversary of the day your subscription began unless otherwise agreed with us. The Fee will be payable by whatever payment 2Simple may reasonably request. 2Simple shall be under no obligation to provide access to our Products until the Fee has been paid.

1.7 Following the end of the agreed term of your subscription it will renew automatically unless you confirm to 2Simple no more than 14 (fourteen) days after the renewal date that you do not wish to renew the subscription.

1.8 If you fail to pay the Fee, 2Simple may suspend your access to our Products until payment of the Fee is received.



1.9 On registration you or your organisation will be allocated unique login details. You are responsible for all use of our Products using your login details and for preventing unauthorised use of your login details. You must ensure that any user you pass login details onto complies with this Agreement and all reasonable user terms made available in our Products.

1.10 If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your login details, you must notify 2Simple immediately by emailing [info@2Simple.com](mailto:info@2Simple.com).

1.11 You may use our Products on user devices and networks within the purchasing organisation in accordance with your subscription.

1.12 You may not rent or lease access to our Products and you may not provide access (or allow any other person to provide access) to our Products on any other device except as expressly permitted above.

1.13 If 2Simple reasonably believes that your login details are being used in any way which is not permitted by this Agreement, 2Simple reserves the right to cancel your subscription immediately on giving notice to you and to block your login.

1.14 Once you've paid for a subscription you are committed to that subscription for its originally agreed term. This means that you will not be entitled to a refund if you decide that you do not wish to continue using the service part way through the term of your subscription.

1.15 In the event that we agree to split your Fee into parts, thereby allowing you to defer payment of part of your Fee to a later date, you will be liable for all parts of the Fee, even if you choose to cancel your subscription part way through its agreed term. For example, if you have a 3 (three) year subscription with half the Fee payable immediately and the remainder payable 1 (one) year later, if you choose to end your subscription after 6 (six) months, no refund would be due on the first payment of the Fee and you would still be liable to make the second payment of the Fee even though you were choosing not to use the service.

1.16 If you are subscribing to our Products as an individual or on behalf of an organisation, you are responsible for ensuring that everyone who uses your licence complies with this Agreement. Failure to do so may result in the suspension of your access to our Products.

## **2 Ownership of copyright and use of others' copyright material**

2.1 Our Products (including any images, designs, photographs, animations, video, audio, music and text incorporated into them) are owned or licensed by 2Simple and are protected by United Kingdom copyright laws and international treaty provisions. All material displayed on our Products belongs to or is licensed by 2Simple. Subject to paragraph 2.2 you may retrieve and display our Products on a device, print individual pages on paper and store files on your internal server for your internal educational non-commercial purposes that comply with this Agreement.

2.2 You may not use any of the templates contained within our Products or any documents created from them for use as part of any electronic or printed product.

2.3 With the exception of any clip art contained within any designated Products clip art library, you may not download any images contained within our Products for your own use.

2.4 You may not without prior written consent from 2Simple:

2.4.1 Redistribute any of the content (including by using it as part of any library, archive or similar service).

2.4.2 Modify, reproduce or in any way commercially exploit any of the content.

2.4.3 Reverse engineer, decompile, or disassemble our Products.

2.5 You own all the content and information that you create in our Products, and you can control how it is shared via the privacy and sharing settings within our Products.

2.6 From time to time our Products may give you the opportunity to create content that can be published publicly (for instance templates or resources that you have created that you mark as suitable for public publication and sharing in the wider education community, or work submitted to competitions). With regard to such content:

2.6.1 For content that is subject to intellectual property rights you grant us a non-exclusive, royalty free, worldwide licence to use any such content that you post. This licence ends when you delete your content, or if you specifically revoke your permission to use such content in writing.

2.6.2 For competition entries only, you grant us an indefinite non-exclusive, royalty free, worldwide licence to use any such content that you submit.

2.7 You will not create or permit the creation of any content to share with others that infringes someone else's rights or violates the law. This includes breaching others' copyright or other intellectual property rights.

2.8 We can remove any publicly published shared content if we believe that it violates clause 2.7 above or if we believe that it is otherwise in breach of this agreement.

2.9 We will provide tools and procedures to help people to protect their intellectual property rights. Details of these procedures will be available on the 2Simple website as soon as resource sharing is made available in our Products.

2.10 If we take down your publicly published content because we believe it may be infringing someone else's copyright or other intellectual property rights and you believe that we have removed it in error, we will give you a chance to appeal this decision

2.11 If you repeatedly violate or infringe other people's intellectual property rights, we reserve the right to cancel your subscription.

### **3 Warranties**

3.1 2Simple will make every reasonable effort to make our Products available to you and to ensure availability during your subscription. However, because of the nature of the internet and computer software and hardware, errors and problems occur. 2Simple does not give any warranties in respect of our Products. All implied warranties are excluded from this agreement to the extent that they may be excluded as a matter of law.

### **4 Limitation of Liability and Indemnities**

4.1 Our Products are provided on an "as is" and "as available" basis, and to the maximum extent compatible with the law, without warranties or representations of any kind as to merchantability, noninfringement or fitness for any particular purpose.

4.2 2Simple will use its reasonable endeavours to resolve faults in our Products during your subscription. You agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to the direct damages you actually incur up to an amount equivalent to the Fee actually paid or payable in relation to your use for the relevant term of our Products. Where you are still in the trial period, your only remedy will be to terminate your use of our Products.

4.3 To the maximum extent permitted by applicable law, in no event shall 2Simple be liable for any damages which arise out of the use or inability to use our Products (including, without limitation, damages for the loss of business profits, business interruptions, loss of business information, penalties incurred by authorities for data breaches, or other pecuniary loss), even if 2Simple has been advised of the possibility of such damages. In any event entire liability to you or with regard to our Products shall be limited to the amount actually paid for our Products in your most recent subscription payment.

4.4 If anyone brings a claim, lawsuit or other proceeding against 2Simple based on content you or your organisation's users create using our Products, you agree to indemnify and compensate 2Simple including its officers, directors, employees and agents for any and all losses, liabilities, damages or expenses, including lawyers' fees, incurred by 2Simple in connection with any such claim, lawsuit or proceeding.

### **5 Personal Data and Data Processing Agreement**

5.1 With regard to our Products, you (the organisation or person subscribing to our Products) are the Data Controller for the Purposes of Data Protection Legislation. This means that you are required to meet the statutory obligations with regard to the processing of personal data

5.2 For the purposes of compliance with the legislation, the terms below set out how any data transferred from you to 2Simple will be handled.

5.3 It is expressly agreed between the parties that for the purposes of any contract where 2Simple are required to process data owned by you:

5.3.1 You shall remain the owner of any personal data which may be transferred to 2Simple under any contract between the parties.

5.3.2 We at 2Simple shall act as a data processor for the processing of personal data on your behalf.

5.3.3 By using our Products you warrant that you have complied with all relevant data protection laws and that you have obtained all relevant consents to the processing of the data stored in our Products and you are lawfully able to transfer such data to us. If such data is entered or stored in our Products by children within your organisation or under your care, this may require you to obtain informed consent from their parents or guardians.

5.4 2Simple warrant that we shall:

5.4.1 Only process the personal data for the purposes of the contract between us;

5.4.2 Only use the personal data to comply with our obligations under that contract;

5.4.3 Not transfer the data or any copy of the data outside the European Economic Area without the express prior written agreement from you;

5.4.4 Maintain appropriate technical and organisational security measures against the unauthorised or unlawful processing of the personal data.

5.4.5 Not subcontract any of our rights or obligations under this agreement without your prior written consent.

5.4.6 Where we, with your consent subcontract any of our obligations under this agreement, we shall do so only by way of a written agreement with the subcontractor that imposes the same obligations in relation to the security of the processing on the subcontractor as are imposed on us under this agreement.

5.4.7 Take reasonable steps to ensure the reliability of any employees and ensure that those employees have received adequate data protection training.

5.4.8 Report any breach of data to you within 48 hours.

5.4.9 Comply with the Data Protection Act 2018 and the EU General Data Protection Regulation.

5.5 We will at all times cooperate with you for monitoring and evaluating our compliance with data protection legislation including allowing you access to audit the security measures we have in place and your personal data.

5.6 If you give us instructions that are, in our judgment incompatible with the proper running of our operations, we will be at liberty to refuse to continue to provide data processing services to you.

5.7 We agree that we shall maintain the personal data processed by us on behalf of you in confidence. Subject to paragraph 5.8 below, we agree that, unless we have your prior written consent, we shall not disclose any personal data supplied to us to any third party except our authorised sub-processors operating under conditions of strict confidence.

5.8 Nothing in this agreement shall prevent either party complying with any legal obligation imposed by a regulator or court.

5.9 When the subscription has terminated 2Simple will cease all processing of personal data and delete such personal data or at your request and subject to a reasonable fee will return personal data to you in an agreed format.

## **6 Data Deletion Policy**

6.1 This policy applies to personal data, including usernames and saved work including blogs and emails within our Products (User Data). It also applies to templates and lesson plans published on our Products and other similar documents that have been shared or published on our Products for public consumption (Template Data).

6.2 User Data will be deleted from our system in the following circumstances:

6.2.1 A written request is made by the account holder for deletion of the User Data. In these circumstances, we undertake to ensure its deletion within 2 (two) weeks of receiving such a request.

6.2.2 An organisation's or individual user's subscription has ended, and 12 (twelve) months have elapsed.

6.2.3 User Data has been placed in the trash bin for a period of 12 (twelve) months without being removed or restored by the user.

6.2.4 User Data has been placed by the user in the software's trash bin and the user has selected "delete" and a further 12 (twelve) months have elapsed.

6.2.5 An email request is made to our technical support team to update the pupil records for a school, and pupils who have left the school are not included as current pupils. In such circumstances, pupils who have left the school and their associated data will be moved to the trash bin and dealt with in accordance with paragraph 6.2(c) above.

6.3 Once User Data has been deleted from our system in accordance with paragraph 6.2 above it will remain on our database backups for a period of up to 1 (one) month. Thereafter it will be permanently deleted.

6.4 Subject to the exception set out below, data that has been published on our Products to the general public for sharing (such as templates, lessons plans etc) will not be deleted in accordance with paragraph 6 above and will



remain on systems until such time as a request is forthcoming from the creator of the Template Data that it should be deleted. On receipt of such a request, we undertake to remove it from our system within 2 (two) weeks, and for it to be deleted from system backups in a further month.

6.5 The exception to the rule at 6.4 is that if Template Data has been published in contravention of our guidelines (for instance in breach of copyright), we reserve the right to take it down and delete it earlier.

## **7 Privacy Notice**

7.1 The information that you provide about yourself to 2Simple will only be used by 2Simple in accordance with its Privacy Notice. We use cookies on our site and by using our Products you consent to the use of such cookies, full details of how we use them are contained within our Privacy Notice. Please read the Privacy Notice carefully and if you have any questions please email [support@2Simple.com](mailto:support@2Simple.com).

## **8 Jurisdiction and Law**

8.1 The courts of England and Wales will have exclusive jurisdiction over any claim arising from the matters covered by this Agreement.

8.2 This Agreement is governed by the laws of England and Wales.

## **9 Variation**

9.1 We may revise this Agreement at any time by amending its online version and will also make reasonable efforts to notify you of such changes. You are expected to check the online version of this Agreement from time to time and to take notice of any changes we make as they are binding on you.

## **2 Simple Ltd**

**Last updated on 11 March 2021**

