



TERMS OF USE

This agreement records the terms upon which the Deliver Computer 360 e-learning platform (DC360) allows access to its content and services. If you disagree with any part of these terms, you must not continue to use the e-learning platform or the website.

Web Buster UK Ltd is a company registered in the United Kingdom under number 09322687 whose registered office is at Kiln Hill, Market Place, Hawes, North Yorkshire, DL8 3RA and which provides services to education under the Deliver Computing 360 brand name (DC360).

BY CONTINUING TO USE THE WEBSITE OR E-LEARNING PLATFORM (IN WHOLE OR IN PART) YOU ARE AGREEING TO BE BOUND BY THESE TERMS.

1. Definitions

1.1. In this Agreement the following definitions shall apply

| Term | Definition |
|---|---|
| “Data” | As defined by the DPA / GDPR as amended or replaced from time-to-time. |
| “Data Protection Laws” | The DPA, GDPR and all applicable laws and regulations relating to the processing of personal data and privacy applicable in the United Kingdom from time-to-time. |
| “DC360” | The E-Learning platform provided by Web Buster UK Limited. The terms DC360, Deliver Computing 360 and Web Buster UK Limited may be used interchangeably in all documentation. |
| “DPA” | The Data Protection Act 1998; any subsequent amendments or linked legislation within the UK. |
| “E-Learning Platform” | Any content within or area of the website known as Deliver Computing 360 (DC360) which requires the user to provide their registered username and password in order to gain access. |
| “Good Industry Practice” | The use of standard practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances. |
| “Management Information System” or “MIS” | The database which holds the School Data. |
| “Services” | The services performed by DC360 and as described in your agreement. |
| “School” | The School or establishment using DC360, it’s staff and pupils. |
| “School Data” | Personal Data relating to students, parents and guardians, and staff at the School, and other data regarding the School, including timetable, class and year group information. |
| “User Content” | Material (including without limitation; text, images, audio material, video material and audio-visual material) that is submitted to the platform for whatever purpose. |
| “Users” | Any person who accesses or uses in any manner the E-Learning Platform or Website. |
| “Website” | The freely accessible areas of the website known as Deliver Computing 360 (DC360). This definition specifically excludes any area or content that requires the user to provide their registered username and password in order to gain access. |

2. License for use

2.1. Unless otherwise stated DC360, or its licensors own the intellectual property rights in the DC360 E-Learning platform. Subject to the terms of this license, all such rights are reserved.

2.2. The School may not copy, download, print or otherwise use content, worksheets from DC360 in any form other than on-screen. Only content created by students (messages, emails, blogs, study buddy connections and chats) may be printed.

2.3. Material from DC360 may not be: -

2.1.1. Republished or redistributed in any form whatsoever.

2.1.2. Sold, rented or sub-licensed.

2.1.3. Reproduced, duplicated, copied or otherwise exploited for commercial purposes.

2.1.4. Edited or modified for use anywhere other than within the DC360 environment.

3. Acceptable Use

3.1. DC360 may not be used in any way that causes, or may cause: -

- 3.1.1. Damage to the reputation of the DC360 platform.
- 3.1.2. Impairment to the availability or accessibility of the DC360 platform or any other website.
- 3.1.3. The distribution, transmission, storage of any material which consists or (or is linked to) spyware, computer viruses of any type, malware, or malicious software of any type.
- 3.1.4. The collection of data from the DC360 platform or any other website.

3.2. DC360 may not be used to transmit or otherwise send unsolicited commercial communications. Neither may be used for any purposes related to marketing and product or service without the express written consent of DC360.

3.3. DC360 reserves the right to withdraw access to certain feature sets or the entire platform to specific users who have misused the platform in any manner. In cases of unacceptable User Content or messaging such decisions are final.

3.4. User Content may not: -

- 3.4.1. Be illegal or unlawful.
- 3.4.2. Infringe copyright, moral right, database right, trademark, design right, or other intellectual property right.
- 3.4.3. Infringe any third party's legal rights.
- 3.4.4. Give rise to legal action against the School, DC360 or a third party.
- 3.4.5. Be libellous or maliciously false.
- 3.4.6. Be obscene or indecent.
- 3.4.7. Infringe any right to privacy or right under the Data Protection Laws.
- 3.4.8. Constitute negligent advice or contain any negligent statement.
- 3.4.9. Constitute and incitement to commit a criminal act.
- 3.4.10. Be in breach of race, or religious hatred laws or other anti-discriminations laws.
- 3.4.11. Breach the official secrets act.
- 3.4.12. Depict violence in an explicit, graphic or gratuitous manner.
- 3.4.13. Be pornographic or sexually explicit.
- 3.4.14. Be untrue, false, inaccurate or misleading.
- 3.4.15. Consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage.
- 3.4.16. Be offensive, deceptive threatening, abusive, harassing or menacing, hateful, discriminatory or inflammatory.
- 3.4.17. Cause annoyance, inconvenience or needless anxiety to any person.
- 3.4.18. Post links to external content that would breach any of these Terms of Use.

3.5. DC360 reserves the right to edit or remove any content submitted to the platform without notice. Notwithstanding this right, DC360 does not undertake to monitor the submission of such content.

4. User Credentials

- 4.1.** All information provided (including student data) as part of the School registration procedure must be accurate and complete. DC360 may charge for correction of incorrectly supplied data.
- 4.2.** Schools must notify DC360 immediately if they become aware of any unauthorised use of their admin account.
- 4.3.** Schools must take action to suspend or reset passwords on any student account with compromised security.
- 4.4.** Schools are responsible for any activity on the platform arising from any failure to keep the School account(s) details confidential and may be held liable for any losses arising from such failure
- 4.5.** You are not permitted to use another person's credentials to access the platform.

5. Limited Warranties

5.1. Users accept and acknowledge that some of the information published is submitted by Users and that DC360 does not usually review, approve or edit such information. DC360 does not warrant the completeness or accuracy of the information published; nor does it commit to ensuring that the platform remains available or that the material is updated. The School is responsible for ensuring the students under their care do not breach site rules. The School should report any issues with incorrect information to DC360.

5.2. To the maximum extent permitted by applicable law DC360 excludes all representations, warranties and conditions relating to the E-Learning Platform and the use of it (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

6. Limitations and Exclusions of Liability

6.1. Nothing in these Terms of Use will: -

- 6.1.1. Limit or exclude the liability of any party for death or personal injury resulting from negligence.
- 6.1.2. Limit or exclude the liability of any party for fraud or fraudulent misrepresentations.
- 6.1.3. Limit any liability in any way that is not permitted under applicable law.
- 6.1.4. Exclude liabilities that may not be excluded under applicable law.

6.2. The limitations and exclusions of liability set out in the section and elsewhere in these Terms of Use: -

- 6.2.1. Are subject to the preceding clause 6.1
- 6.2.2. Govern all liabilities arising under the Terms of Use or in relation to the subject matter of the Terms of Use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

6.3. To the extent that DC360 and the information and services provided thereon are provided free-of-charge, we will not be liable for any loss or damage of any nature. This also applies to those who have a paid subscription. Neither shall DC360 be liable in respect of any losses arising out of any event or events.

6.4. DC360 will not be liable to Schools or Users in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

6.5. DC360 will not be liable in respect of any loss or corruption of any data, database, or software. Details are entered on the E-Learning Platform at your own risk, do not include any information that you would be concerned about if a leak occurred.

6.6. Users accept that the Company has an interest in limiting the personal liability of its officers, employees and the Company. Having regard to that interest, Users accept that Web Buster UK Limited is a limited liability entity and undertake not to bring any claim upon individual officers, employees or the Company.

7. Indemnity

7.1. Users hereby indemnify the Company and undertake to keep the Company indemnified against any losses, damages, costs, liabilities and expense (including without limitation; legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by the Company arising out of any breach by the User of any provision of these Terms of Use, or arising out of any claim that you have breached any provision of these Terms of Use.

7.2.

7.3. Where DC360 appoints a sub-processor pursuant to this clause 7, it shall ensure that they offer at least the same level of protection for the School Data as those set out in this Agreement and meet the requirements of Data Protection Laws.

7.4. DC360 shall ensure that each sub-processor appointed by it performs the obligations under clauses 2.4, 6.1, 9, 10 as they apply to processing of the School Data carried out by that sub-processor, as if they were a party to this Agreement in place of DC360. DC360 shall not be held liable for the acts, negligence and omissions of any sub-processor in respect of the processing of School Data but will act accordingly as required within the Data Protection Laws.

7.5. The School hereby authorises DC360 to appoint third parties to provide electronic data storage and transmission services to DC360 in connection with the processing of School Data. DC360 shall notify the School of any changes to the identity of such third parties from time-to-time.

8. Breaches of these Terms of Use

8.1. Without prejudice to the Company's other rights under these Terms of Use, if the Terms of Use are breached in any way, or the Company reasonably suspects a breach it may: -

- 8.1.1. Send one or more formal warnings.
- 8.1.2. Temporarily suspend access to the platform.
- 8.1.3. Block computers using your IP address from accessing the platform.
- 8.1.4. Bring court proceedings for breach of contract.
- 8.1.5. Suspend and/or delete the User or School account.
- 8.1.6. Delete and/or edit any or all User Content.

8.2. Where DC360 has suspended, prohibited or blocked access to the platform or part thereof, the other party may not take any action to circumvent such suspension, prohibition or blocking (including without limitation creating and/or using a different account).

9. Third-Party Websites

DC360 includes hyperlinks to websites and resources owned and operated by third parties. These links are not recommendations. DC360 has no control over the contents of third-party websites and cannot accept responsibility for them or for any loss or damage that may arise from their use.

10. Trademarks

10.1. DC360, Deliver Computing 360, Web buster Education and Web Buster UK Limited and associated logos are trademarks belonging to Web buster UK Limited. We give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.

10.2. The other registered and unregistered trademarks or service marks on the platform are the property of their respective owners. Unless otherwise stated, Web Buster UK Limited does not endorse and is not affiliated with any of the holders of any such rights and as such cannot grant any license to exercise such rights.

11. Competitions

DC360 may, from time-to-time, run competitions, free prize draws and/or other promotions. These are subject to separate terms and conditions that will be made available as appropriate.

12. Assignment

DC360 may transfer, sub-contract or otherwise deal with its rights and/or obligations under these Terms of Use without notifying Schools or Users or obtaining their consent. Schools and Users may not transfer, sub-contract or otherwise deal with their rights and/or obligations under these Terms of Use.

13. Variation

DC360 reserves the right to alter these Terms of Use at any time. Any variation to these Terms of Use will apply from the date of publication on the DC360 website.

14. Severability

If a provision of these Terms of Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will remain in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the remaining provision will continue in effect.

15. Rights of Third Parties

No person who is not a party of this Agreement shall have any rights under this Agreement, whether pursuant to The Contracts (Rights of Third Parties) Act 1999 or otherwise.

16. Entire Agreement

These Terms of Use, together with the Data Sharing Agreement, Privacy Policy, and Subscription Policy constitute the entire agreement between the Company and the School. For Users on these Terms of Use and the Privacy Policy constitute the entire agreement between the Company and the User.

17. Governing Law

- 16.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual dispute or claims).

18. Registrations

The Company is registered in England as Web Buster UK Limited and is registered with the Data Protection Commissioner at the ICO. Full details of registrations can be found on the Company website: webbuster.co.uk.