



TERMS OF USE

This agreement records the terms upon which 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, as amended 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 and 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 to access. |
| “GDPR” | The General Data Protection Regulation, a European Union regulation on information privacy within the EU and EEA, retained in domestic law as the UK GDPR. |
| “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. |
| “Personal Data” | As defined by the DPA / GDPR, as amended or replaced from time-to-time. |
| “Services” | The services provided by DC360, as described in your agreement. |
| “School” | The school or establishment using DC360, including its 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. |
| “Subscription” | Refers to the contract between DC360 and the School allowing use of the DC360 e-learning platform. The terms of the contract are as stated in this document. |
| “User Content” | Material (including, without limitation, text, images, audio material, video material, and audio-visual material) submitted to the platform for any purpose. |
| “Users” | Any person who accesses or uses DC360 or the website in any manner. |
| “Website” | The freely accessible areas of the website known as Deliver Computing 360 (DC360), excluding any areas or content that require a registered username and password for 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 licence, all such rights are reserved.

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

2.3. Material from DC360 may not be:

2.3.1. Republished or redistributed in any form whatsoever.

2.3.2. Sold, rented or sub-licensed.

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

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

2.4. Renewals

2.4.1 DC360 operates an auto-renewal system to ensure continuous access for the School. Invoices will be issued annually, and no action is required by the School.

2.4.2 If the School wishes to cancel, it must notify DC360 at least **14 days** before the renewal date by calling **0330 088 4405**, in accordance with Clause 2.5. This will allow sufficient time for DC360 to assist with downloading School Data and grades before the subscription expires.

2.4.3 If no cancellation request is received, the subscription will automatically renew for an additional 12 months. A confirmation email will be sent, along with the corresponding invoice.

2.4.4 To assist with budget planning, DC360 reviews and adjusts subscription fees only when deemed necessary. Any increase in subscription fees will be communicated to the School via email or phone.

2.5. Cancellation

2.5.1. To cancel the subscription, the School must contact DC360 at **0330 088 4405** at least **14 days** before the renewal date. If no cancellation is received, the subscription will automatically renew for another year, and the School will be charged accordingly.

2.5.2. The School may cancel at any time during the year, provided the cancellation is made at least **14 days** before the renewal date. This allows DC360 sufficient time to assist with data retrieval or deletion. Once cancellation is confirmed, the subscription will terminate at the next renewal point, and the School will retain access until that time.

2.6. Subscription Expiry

2.6.1. Subscriptions typically auto-renews in 12, 24, or 36-month blocks. In some cases, shorter renewal periods may apply if specifically agreed upon between DC360 and the School.

2.6.2. If the School wishes to let their subscription expire, they must inform DC360 at least **14 days** before the renewal date, as DC360 operates an automatic renewal system as set out in Clause 2.4.

2.6.3. At the end of the subscription, access to the platform will be revoked, and DC360 will begin the process of removing all School Data from the platform, in accordance with the latest data processing policy. This process may take some time and the School's DC360 admin will receive an email notification once the process is complete.

2.7. Refunds

2.7.1. Refunds are not available for DC360 subscriptions. To cancel, the School must notify DC360 at least **14 days** before the renewal date; otherwise, they will be charged for the following year.

2.7.2. A significant portion of the work undertaken by DC360 is dedicated to the onboarding process and training of the School's DC360 admin, lead teachers, and other staff. Additionally, various resources, including detailed documents, worksheets, and other materials, are immediately available for access by the School. As a result, refunds cannot be provided for any unused portion of the subscription.

3 Acceptable Use

- 3.1.** DC360 must not be used in any way that causes, or may cause: -
 - 3.1.1. Damage to the reputation of the DC360 e-learning platform.
 - 3.1.2. Impairment of the availability or accessibility of the DC360 e-learning platform or any other website.
 - 3.1.3. The distribution, transmission, or storage of any material that consists of, or is linked to, spyware, computer viruses, malware, or any malicious software.
 - 3.1.4. The collection of data from the DC360 e-learning platform or any other website.
- 3.2.** DC360 must not be used to transmit or send unsolicited commercial communications, nor for marketing purposes or the promotion of products or services without the express written consent of DC360.
- 3.3.** DC360 reserves the right to withdraw access to certain features or the entire platform from 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 rights, database rights, trademarks, design rights, or other intellectual property rights.
 - 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 statements.
 - 3.4.9. Constitute an incitement to commit a criminal act.
 - 3.4.10. Be in breach of race or religious hatred laws or other anti-discrimination 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, 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 is under no obligation 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 reserves the right to charge for the correction of any inaccurately supplied data.
- 4.2.** Schools must notify DC360 immediately upon becoming aware of any unauthorised use of their admin account.
- 4.3.** Schools must take immediate action to suspend or reset passwords for any student account with compromised security.
- 4.4.** Schools are responsible for any activity on the platform arising from a failure to maintain the confidentiality of their account details and may be held liable for any losses resulting from such a failure.
- 4.5.** Users are not permitted to use another person's credentials to access the platform.

5. Limited Warranties

- 5.1.** The School accepts and acknowledges that some of the information published on the platform is submitted by Users and that DC360 does not typically review, approve or edit such information. DC360 does not warrant the completeness or accuracy of the information published; nor does it commit to ensuring the platform's availability or that the material is regularly updated. The School is responsible for ensuring the students under its care do not breach site rules. Any issues with incorrect information should be reported to DC360 by the School.
- 5.2.** To the maximum extent permitted by applicable law, DC360 excludes all representations, warranties, and conditions relating to the e-Learning Platform and its use, including (without limitation) any warranties implied by law regarding satisfactory quality, fitness for purpose, and/or the exercise of reasonable care and skill.

6. Limitations and Exclusions of Liability

- 6.1.** Nothing in these Terms of Use shall: -

- 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 a manner not permitted under applicable law.
- 6.1.4. Exclude liabilities that cannot 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 these Terms of Use or in relation to their subject matter, 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, DC360 will not be liable for any loss or damage of any nature. This also applies to those with a paid subscription. DC360 shall not be liable for any losses arising from any event or series of events.
- 6.4.** DC360 shall not be liable to Schools or Users for 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 shall not be liable for any loss or corruption of data, databases, or software. The School and Users enter data on the E-Learning Platform at their own risk and should refrain from including any information they would be concerned about in the event of a data breach.
- 6.6.** Users acknowledge that Web Buster UK Limited has an interest in limiting the personal liability of its officers, employees, and the company. In consideration of that interest, Users agree that Web Buster UK Limited is a limited liability entity and undertake not to bring any claim against individual officers, employees or the company.

7. Indemnity

- 7.1. Users hereby indemnify Web Buster UK Limited and undertake to keep it indemnified against any losses, damages, costs, liabilities, and expenses (including, without limitation, legal expenses and any amounts paid by Web Buster UK Limited to a third party in settlement of a claim or dispute on the advice of its legal advisers) incurred or suffered by Web Buster UK Limited arising out of any breach by the User of any provision of these Terms of Use, or arising out of any claim that the User has breached any provision of these Terms of Use.

8. Breaches of these Terms of Use

- 8.1. Without prejudice to Web Buster UK Limited's other rights under these Terms of Use, if the Terms of Use are breached in any way, or Web Buster UK Limited 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 certain IP addresses from accessing the platform.
- 8.1.4. Initiate 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 any part thereof, the other party shall 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 may include hyperlinks to websites and resources owned and operated by third parties. These links are provided for convenience and do not constitute endorsements or recommendations. DC360 has no control over the content of third-party websites and cannot accept responsibility for them nor 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, along with their associated logos, are trademarks belonging to Web Buster UK Limited. Web Buster UK Limited does not grant permission for the use of these trademarks, and any such use may constitute an infringement of its rights.
- 10.2. Other registered and unregistered trademarks or service marks displayed 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 these rights and cannot grant any license to use them.

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 the need to notify Schools or Users or obtain 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 any provision of these Terms of Use is determined by a court or other competent authority to be unlawful and/or unenforceable, the remaining provisions shall continue in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, such part shall be deemed to be deleted, and the remaining provision shall continue in effect.

15. Rights of Third Parties

No person who is not a party to this Agreement shall have any rights under it, 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, Subscription Policy, and Privacy Policy, constitute the entire agreement between DC360 and the School. For Users, these Terms of Use and the Privacy Policy constitute the entire agreement between DC360 and the User.

17. Governing Law

- 17.1. This Agreement, and any dispute or claim arising out of or in connection with it, including its subject matter or formation (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2. 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 Information Commissioner's Office (ICO) for data protection purposes. Full details of the Company's registrations can be found on the Company website: webbuster.co.uk.

School Name: _____

Signature of Authorized Representative: _____

Authorised School Representative: _____

Date: _____