



## Terms and Conditions (General Conditions)

Please read this agreement carefully before accessing/using our educational websites ( [www.spagtastic.com](http://www.spagtastic.com), [student.spagtastic.com](http://student.spagtastic.com) and [school.spagtastic.com](http://school.spagtastic.com)) known as Spagtastic (“Spagtastic”) which are operated by Cumbria Educational Software Ltd ("us", "we"). This agreement sets forth the terms for students and teachers (“Users”) of Spagtastic.

### General

Users' access to and use of Spagtastic is conditional on their acceptance and compliance with the terms, conditions, notices and disclaimers contained within this Agreement ("General Conditions").

User's access to and use of Spagtastic constitutes their agreement to be bound by the General Conditions. If you do not agree to any of the General Conditions, you must immediately stop using Spagtastic.

These General Conditions apply to all users. In the case of students who are under 18, permission must be sought by that student’s school or parent / guardian before that student is provided with access to Spagtastic.

### Privacy

By agreeing to these General Conditions, you agree to the terms of our Privacy Policy. Before using Spagtastic, please carefully review our Privacy Policy. All personal information provided to us as a result of your access will be handled in accordance with our Privacy Policy, and by accessing Spagtastic you consent to the collection, storage, use and dissemination of your personal information in accordance with this Privacy Policy.

### Subscription

All Users must have a valid subscription or trial in order to use or access Spagtastic.

All access and use of Spagtastic is strictly limited to the User's subscription or trial period. If a subscription or trial period has expired and the User has not applied for a new subscription, the User's account will be immediately terminated.

Trial subscriptions can be arranged by contacting [info@spagtastic.com](mailto:info@spagtastic.com). A school can apply for a 4-week free trial prior to subscribing to Spagtastic for the first time.

All User data (student and teacher) will be automatically deleted 8 weeks after the subscription or trial has expired if not renewed. **Subscriptions are not renewed automatically upon expiry.**

We reserve the right to suspend and/or cancel unpaid subscriptions.

Users must ensure that they protect their usernames and passwords from unauthorised use.

Any User found to be intentionally misusing Spagtastic (e.g. submitting fraudulent results) will have their subscriptions terminated without refund.

Users of Spagtastic are liable for their own internet usage and mobile device charges.

## **Refunds**

Once a subscription is taken out by a school, no refunds will be offered except if the services are faulty and cannot be repaired or otherwise in accordance with applicable statutory consumer protection laws.

## **Termination**

We may terminate access to Spagtastic at any time without notice which may result in the loss and destruction of all information associated with you. This agreement will survive any such termination.

## **Updates**

As a registered User of Spagtastic with a teacher or administrator account, you agree to receive email updates keeping you informed of new developments and functionality.

## **Ownership**

All content within Spagtastic is protected by copyright, trademark and other intellectual property laws unless otherwise indicated.

## **Links to other websites**

Spagtastic may contain links to third party sites (sites). These sites are not under our control and we are not responsible for the content of the sites.

## **Indemnity**

All Users must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified against all losses, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by the User of the Agreement.

## **Liability / Warranty**

Your use of Spagtastic is at your own risk and is provided “as is” without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness except where warranties are made non-excludable by applicable legislation.

Although we do not believe that any information contained within Spagtastic is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information except where warranties are made non-excludable by applicable legislation. We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in Spagtastic except where such liability is made non-excludable by applicable legislation.

We and our directors, officers, agents, employees and contractors do not guarantee or warrant that Spagtastic will be without delay, error-free, omission-free, uninterrupted or free of viruses.

## **Governing Law**

This Agreement (and any documents incorporated by reference) shall be governed and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these General Conditions.

## **Changes to this Agreement**

We reserve the right to modify or replace these General Conditions by posting the updated conditions on the Spagtastic website ([www.spagtastic.com](http://www.spagtastic.com)). Your continued use of Spagtastic after such a change constitutes your acceptance of the new General Conditions

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