

# **Aula Education Limited - Terms of Service (Last updated: 25<sup>th</sup> September 2017)**

*IMPORTANT: This document relates to the use of the free version of Aula. These Terms of Service govern unless your institution has negotiated a set of Terms with Aula. Please check with your institution if there are any questions.*

Welcome to Aula. We're happy to have you here, but here are some rules you need to agree to.

These Terms of Service ("Terms") govern your access to and use of the Aula ("Aula Education," "we," "us" or "our") mobile services, website, and any software provided on or in connection with Aula services (collectively, the "Service").

Your access to and use of the Service is conditional upon your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms. If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these terms and agree to them for you, before you use Aula or provide any information to us. Please review this agreement with your parent or guardian so that you both understand how Aula works and what restrictions apply to your use of our Service.

We may revise these Terms from time to time. The most current version will always be on this page (or such other page as the Service may indicate). If the revision, in Aula Education's sole discretion, is material, Aula Education will notify you via posting to our website, and we may send you an email. By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised Terms.

These Terms apply to all who access the Service ("Users").

## **1. Information About Us**

The Services are operated by Aula Education Limited. We are registered in England under company number 9034773 and have our registered office at 48 King Edward St, Oxford OX1 4HL, United Kingdom.

## **2. Use of Our Service**

You may use the Service only if you are able to form a binding contract with Aula Education, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

While Aula Education strives to create the best experience possible, all aspects of the Service are subject to change or elimination at Aula Education's sole discretion.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. We encourage you to use "strong" passwords (that use a combination of upper and lower case letters, numbers and symbols) with your account. Aula Education will not be liable for any loss or damage arising from your failure to comply with this instruction. You must notify Aula Education immediately of any breach of security or unauthorized use of your account.

You represent that you are over the age of thirteen (13) years old. If you are over thirteen, but under the legal age of majority, your parent or legal guardian must consent to these Terms and Privacy Policy, and affirm that they accept this Agreement on behalf of, and bear all legal and financial responsibility and liability for your use of the Service.

### **3. The basics of using Aula**

First, you have to sign up for an account, and select a password and user name ("Aula User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You cannot select for your Aula User ID a name that you don't have the rights to use or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

If you create a class, Aula will generate a class key for you to use with each class you administer. For example, if you wished to establish a closed group containing you, as an instructor, and your computer science class, you would distribute the class key only to those members of your class that you wanted to view what was going on within that group as well as informing the members of that class not to redistribute the class key to anyone outside the class.

You promise to only use the Service for your personal, internal, non-commercial, educational use, and only in a manner that complies with all laws that apply to you. If your use of the Service is prohibited by applicable laws, then you aren't authorized to use the Service. We cannot and will not be responsible for you using the Service in a way that breaks the law.

We process information about you in accordance with our Privacy Policy. This is described in more detail in our Privacy Policy. By using our Service, you consent to such processing and you warrant that all data provided by you is accurate and that you have the consent of all those whose personal data have been disclosed, for such processing of their personal data.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

## **4. Rules**

You must not do any of the following while accessing or using the Service: (i) use the Service for any unlawful purposes or for promotion of illegal activities; (ii) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to create altered, deceptive or false source-identifying information; or (iii) interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending invalid data, virus, worms, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content (defined below) in such a manner as to interfere with or create an undue burden on the Service; (iv) use the Service to spam anyone; (v) access or interfere with non-public areas of the Service, Aula Education's computer systems or the servers running the Service; (vi) collect or harvest any personally identifiable information, including account names, from the Service; (vii) impersonate another person or otherwise misrepresent your affiliation with a person or entity; (viii) probe, scan or test the vulnerability of any system or network or breach or circumvent any security or authentication measures we may use to prevent or restrict access to the Service or use of the Service or the content therein.

## **5. Content and Intellectual Property**

The materials displayed, entered or generated on the Service (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions (defined below), and so forth) (the "Content") are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Service, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Aula Education) rights. For example, if someone shares a really creative lesson plan with you on Aula, that doesn't mean you can print it out and distribute it to other people - unless the owner specifically told you in writing that you could.

### **User Submissions**

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission". Some User Submissions are viewable by other users. In order to display your User Submissions on the Service, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licences are subject to our Privacy Policy to the extent that they relate to User Submissions that are also your personally-identifiable information.

For each User Submission, you hereby grant Aula Education a licence to translate, modify (for technical purposes, for example making sure your content is viewable on your Smartphone as well as your computer) and reproduce such User Submission, in each case to enable us to

operate the Service, as described in more detail below. This is a licence only - your ownership of each User Submission is not affected.

If you store a User Submission in your own personal Aula account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Aula Education the licence above, as well as a licence to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and providing you the Service necessary to do so.

If you share a User Submission only within a class, or otherwise in a manner that only certain specified users can view (for example, a direct message to one or more other users) (each, a "Limited Access User Submission"), then you grant Aula Education the licence above, as well as a licence to display, perform, and distribute your Limited Access User Submission for the sole purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Service necessary to do so. Also, you grant the other members of that class (or such specified users, as applicable) a licence to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Service.

You agree that the licences you grant are royalty-free, irrevocable, and worldwide, for as long as your User Submissions are stored with us. When you delete your Aula account, we will stop displaying your User Submissions to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Aula's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Aula Education, in performing the required technical steps to provide the Service to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

You warrant, represent and agree that you will not post any User Submission that:

(i) infringes, violates or otherwise interferes with any copyright or trademark of another party, (ii) reveals any trade secret, unless the trade secret belongs to you or you have the owner's permission to disclose it, (iii) infringes any intellectual property right of another or the privacy or publicity rights of another, (iv) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive, humiliating to other people (publicly or otherwise) or otherwise violates any law or right of any third party, (v) creates an impression that you know is incorrect, misleading, or deceptive, including by impersonating others or otherwise misrepresenting your affiliation with a person or entity; (vi) contains other people's private or personally identifiable information without their express authorization and permission, (vii) violates any school or other applicable policy, including those related to cheating or ethics, and/or (viii) contains or links to a virus, trojan

horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

Aula Education reserves the right in its discretion to remove any User Submission from the Service, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Submission that violates these provisions.

### **Class keys**

You will not use a class key that you are not authorized to use. This means you will not use any class key to join a class, as a student or an instructor, that you are not part of or have not been invited to by the person creating the class.

You will keep your class key private and not disclose any class key to any individual not authorized to receive that class key, and you will at all times use your best efforts to protect the security of your class.

## **6. Aula Education's Licence to You**

Subject to these Terms, Aula Education grants you a worldwide, non-exclusive, non-assignable, revocable, licence to use the Service as it is provided to you by Aula Education for your personal, non-commercial use only.

Your User Submissions will be viewable by other users of the Service. You should only provide User Submissions that you are comfortable sharing with others under these Terms. Aula Education takes no responsibility and assumes no liability for any User Submissions that you or any other User or third party posts or sends over the Service. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Submissions that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. You understand that if you do not have the right to submit a User Submission, your publication and re-publication of that User Submission may subject you to liability.

Aula Education reserves the right to access, delete, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Aula Education, its users and the public.

## **7. Proprietary rights**

All right, title and interest in and to the Service (excluding your User Submissions), are and will remain the exclusive property of Aula Education and its licensors. All materials therein, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all intellectual property rights related thereto, are the exclusive property of Aula Education and its licensors (including other Users who post Content to the Service). Except as explicitly provided herein, nothing in these Terms gives you a right to use the Aula Education name or any of the Aula Education logos, domain names and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary on your part and we will be free to use such feedback, comments or suggestions without any obligation to you.

## **8. Copyright Intellectual Property Policy**

By using our Service you agree that you shall not post, distribute or reproduce any copyright material, trade marks or other intellectual property of any another party, including academic papers and journal articles without full written consent.

You should review the copyright notices, publishing agreement or other applicable information to ensure that you have the necessary rights to post, distribute or reproduce the applicable academic paper, journal or other material on our Services.

### **Notification and Take-down Process For Claimed Infringement of Copyright and Other Intellectual Property Rights**

If you believe that any copyright work or other intellectual property rights have been infringed, your notification of claimed infringement must be set out in writing and sent to us at the address set out below:

Aula Education Ltd.  
Edspace  
Hackney Community College, Falkirk Street  
London, N1 6HQ  
United Kingdom

Your notification should include the following information:

1. An electronic or physical signature of a person authorised to act on behalf of the owner of the copyright interest;
2. A description of the copyright work or other intellectual property rights that you claim have been infringed;

3. A description of where the material that you claim is infringing is located on our Website;
4. Your address, telephone number, and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and
6. A statement by you, that has been witnessed such that it could be used in court proceedings, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

We will respond appropriately to any notifications that comply substantially with the details set out above. This may include:

1. Removing or disabling access to the material that is alleged to be infringing;
2. Forwarding the written notification to the alleged infringer; and
3. Taking reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the material.

## **9. Third-Party Links**

The Service may contain links to third-party websites, and other resources that are not owned or controlled by Aula Education. These links do not imply any endorsement by Aula Education or the assumption of any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website or resource from the Service, you do so at your own risk, and you understand that these Terms and Aula Education's Privacy Policy do not apply to your use of such links. You expressly relieve Aula Education from any and all liability arising from your use of any third-party website, service, or content. You acknowledge and agree that Aula Education is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources.

## **10. Linking to our Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our Website must not be framed on any other website. We reserve the right to withdraw linking permission without notice. If you wish to make any use of material on our Website other than that set out above, please address your request to [hello@aula.education](mailto:hello@aula.education).

## **11. Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of these Terms. When a breach of these Terms has occurred, we may take such action as we deem appropriate. Failure to comply with these Terms constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions: (a)

Immediate, temporary or permanent withdrawal of your right to use our Service; (b) Immediate, temporary or permanent removal of any posting or material uploaded by you to our Service; (c) Issue of a warning to you; (d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; (e) Further legal action against you; (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary. We exclude liability for actions taken in response to breaches of the Terms . The responses described in the Terms are not limited, and we may take any other action we reasonably deem appropriate.

## **12. Indemnity**

You agree to indemnify us and keep us indemnified (including our directors, agents, servants and employees) against all losses, costs, charges, demands, proceedings, damages, actions, expenses and claims howsoever incurred by us as a result of your use of our Service or a breach by you of any of these Terms. In the event that one of your User Submissions infringes any rights of any third party, you shall, at your own expense and at our discretion, either obtain the right to use such User Submission or render such User Submission free of any infringement.

## **13. Entire Agreement**

The terms of the Privacy Policy posted on our Website are incorporated by reference herein. These Terms, our Privacy Policy and any other terms accepted by you in connection with your use of our Service represent the entire agreement and understanding between you and us in relation to their subject matter and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing, relating to the subject matter they cover. Both you and we acknowledge that neither you nor us has relied on any representation, undertaking, assurance, statement, representation, warrant or promise given by the other or be implied from anything said or written in negotiations between you and us except as expressly stated in these Terms.

## **14. Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Service although we retain the right to bring proceedings against you for breach of these Terms of Service in your country of residence or any other relevant country. These Terms of Service 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.

If you have any concerns our Service, please contact [hello@aula.education](mailto:hello@aula.education).