



TRACKIT LIGHTS SERVICE AGREEMENT

This agreement covers terms of use and data protection regulations

This agreement governs your use of the TRACKIT LIGHTS service.

By clicking '**Consent to access all features**' and using the TRACKIT LIGHTS product and service (**the "Service"**) you are forming a contract and agreeing to the terms that appear below

References to "**you**" and "**your**" in this agreement are to the school, college or other educational institution or establishment named when you register to use the Service. If you have subscribed to the Service on behalf of a school, college or other educational institution or establishment you warrant and represent that you are authorised to do so. If you have any questions please email us at info@trackitlights.com.

1. Provision Of Service

- 1.1. The Service is provided by School Tools Limited of Club Chambers, Museum Street, York, North Yorkshire, United Kingdom, YO1 7DN (the "**Company**"). You will receive access to the Service following payment for the period of your Subscription and in some cases, by agreement may have access for a limited period of time before purchase.
- 1.2. You acknowledge that you have provided the Company with accurate and complete registration information and that it is your responsibility to update the Company of any changes to that information (including your email address, contact details and name of the School where the Service will be used) by emailing info@trackitlights.com
- 1.3. Each Subscription is for a single school, college or other educational institution or organisation only (the "**School**").
- 1.4. On registration, you will be invited to allocate a user name/password ("**ID**"). You may choose to authorise your teachers, employees and other professional associates (together "**Users**") to use the service whilst carrying out their duties at your School subject to authorised access via the use of their own IDs. You are responsible for all use of the Service by all such Users and for preventing unauthorised access. You must ensure that your Users comply with the terms of this agreement.



- 1.5. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of a User's ID, you must notify the Company immediately by emailing info@trackitlights.com. If the Company reasonably believes that the ID is being used in any way which is not permitted by this agreement, the Company reserves the right to suspend access rights immediately on giving notice to you and to block access from the ID until the issue has been resolved.
- 1.6. The Company is continually seeking to improve the Service. The Company reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce their content or functionality.
- 1.7. Following your acceptance of this agreement, you expressly consent to our making the Service available to you.

2. **Limited Rights To Use Service**

- 2.1. With the exception of any data you upload to the Service or store on the Service relating to your teachers, employees, pupils and students, all parts of the Service, including any software used to provide the Service and all materials used or displayed on the Service, belongs to the Company or its licensors.
- 2.2. Subject to clause 2.3, the Company grants to you a non-exclusive, non-transferable right and licence to use (and to permit your Users to use) the Service for the duration of your Subscription at your School, for the purpose for which it is intended, namely to track and monitor the behaviour of pupils and students at your School.
- 2.3. You may not (without contacting us to obtain prior written permission):
 - 2.3.1. redistribute any part of the Service or make it available for use at any School other than the School detailed when you registered to use the Service;
 - 2.3.2. remove any copyright or trade mark notices appearing on any part of the Service or any content made available to you via the Service;
 - 2.3.3. except as expressly set out above, modify, reproduce or in any way commercially exploit any part of the Service.

3. **Warranties**

- 3.1. The Company warrants that:
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- 3.1.1. it will use all reasonable skill and care in making the Service available to you and in ensuring its availability during your Subscription; and
- 3.1.2. it has the right to permit you to use the Service under this agreement.
- 3.2. Because of the nature of software and the Internet, errors and omissions can sometimes occur and the Company does not give any other warranties in respect of the Service. In particular, the Company makes reasonable endeavours to protect your data which is stored on Microsoft's UK data centres which are government approved for use in the public sector, however the Company makes no warranty that the Service will be continuously available or error free or that the Service will be free from infection by viruses or anything else that has contaminating or destructive properties. Save as expressly provided in this agreement, 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**

- 4.1. The Company will use its reasonable endeavours to remedy faults in the Service during the Subscription. If we are in breach of this agreement, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to the Subscription Fee paid or payable in relation to your use of the Service during the relevant annual Subscription period.
- 4.2. The Company will not be liable for any losses such as data, or process interruption costs arising from your (or your Users') use or inability to use the Service or from any action taken (or refrained from being taken) as a result of using the Service.
- 4.3. Notwithstanding the above provisions of this clause 4, the Company's liability will not be limited in the case of fraud or for death or personal injury caused by the Company's negligence.

5. **Data Protection**

- 5.1. For the purposes of this clause the terms "**Personal Data**", "**Data Controller**", "**Processor**", "**Sub-Processor**" and "**process**" shall have the meanings given to those terms in the EU General Data Protection Regulations and the UK Data Protection Act 2018.



- 5.2. The Service enables you to upload, store and view data on the Service concerning your Users as well as pupils and students at your School and their behaviour in particular classes ("Personal Data") until such time as you instruct us to delete the data on your behalf. No other data is stored in the system than that which you provide, to which you have full access at all times.
- 5.3. To the extent that the Company processes any Personal Data on your behalf in providing the Service, we each acknowledge and agree that you shall be the Data Controller and the Company shall be a Processor for the purposes of GDPR and the Data Protection Act 2018.
- 5.4. The Company shall process any such Personal Data only in accordance your written instructions from time to time and
- a) shall not process that Personal Data for any purpose other than those expressly authorised by you;
 - b) shall not use any Sub-Processor other than with your written permission.
 - c) shall inform you of any proposed changes,
 - d) shall impose the same GDPR compliant terms on the Sub-Processor,
 - e) shall be responsible to the school for the compliance of the Sub-Processor,
 - f) shall keep the Personal Data confidential to ourselves.

You hereby authorise the Company to process such Personal Data for the purposes of providing the Service to you.

- 5.5. The Company warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- 5.5.1. take appropriate technical and organisational measures against the unauthorised or unlawful processing of such School Personal Data and against the accidental loss or destruction of, or damage to, such School Personal Data to ensure a level of security appropriate to: (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and (ii) the nature of the data to be protected; and



5.5.2. take reasonable steps to ensure compliance with those measures, and

5.5.3. notify the school's Data Controller of any data breach and the nature, details, possible consequences and mitigation actions, and

5.5.4. submit to audit or inspection by the controller and provide further information on our compliance as a Processor.

6. **Notices**

6.1. All notices shall be given to the Company via email at info@trackitlights.com or to you at either the email or postal address you provide when registering to use the Service.

6.2. Notice will be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

7. **Termination**

7.1. This agreement and your access to the Service may be terminated by written notice if you are in material breach of this agreement and (if the breach can be remedied) the breach is not remedied within the period of fourteen (14) days after written notice of the breach has been given to you.

7.2. You may terminate this agreement and receive a pro-rata refund if the Service is discontinued or if we are in material breach of this agreement and the breach is not remedied within the period of fourteen (14) days after written notice of the breach has been given to us.

8. **General**

8.1. We may transfer and/or assign our rights and/or our obligations under this agreement. This will not affect your rights under this agreement. You may not transfer any of your rights or obligations under this agreement without our prior written consent.

8.2. Nothing in this agreement shall confer your rights on any other person.

8.3. If you breach this agreement and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.



- 8.4. This agreement, together with any legal terms and notices we may publish on the Service from time to time, represents the entire terms agreed between the parties in relation to its subject matter and may be amended only by our agreement in writing.
- 8.5. This agreement shall be governed by English law. We will try to solve any disagreements quickly and efficiently. If you want to take court proceedings in relation to this agreement you must do so in the United Kingdom.
- 8.6. We may amend and update the terms of this agreement from time to time. Your use of the Service will be governed by the terms of this agreement which were in force at the beginning of your Subscription or when you last renewed your annual Subscription (whichever was the most recent).