

# Epraise Product Terms of Service

Version 1.0, effective September 2025

## Acceptance of the Epraise Product Terms of Service

These Terms of Service, together with any documents they expressly incorporate by reference (collectively, the “**Terms of Service**”) are a legal agreement between you (“**you,**” “**user,**” “**Teacher,**” “**School Employee,**” “**Parent,**” or “**Student**”) and Epraise Limited, registered in England and Wales under company number 08778304, having its registered office and main trading address at c/o Firefly Learning Ltd, 167-169 Great Portland Street, 5<sup>th</sup> Floor, London, England, W1W 5PF. (“**Epraise,**” “**we,**” “**our,**” or “**us**”).

Please read these Terms of Service carefully before using the Services (as herein defined) offered by Epraise, which owns and operates the Product (as herein defined). **By registering to use the Services, you agree that you have read and agree to be bound and abide by, and that you are a party to, these terms and our Product Privacy Policy, found [here](#) to the exclusion of all other terms.** If you do not unconditionally agree to all these terms, you have no right to access or use the Services. Use of the Services is expressly conditioned upon your assent to all these Terms of Service, to the exclusion of all other terms.

We recommend that you print a copy of these terms for future reference.

We may amend these terms from time to time. Every time you wish to use our Services, please check these terms to ensure you understand the terms that apply at that time.

We may transfer our rights and obligations under these terms to another organisation. We will always tell your School in writing if this happens, and we will ensure that the transfer will not affect your rights under the contract we have with your School pursuant to which we provide our Services to you.

Please note: if you do not have the legal capacity to review and agree to the Terms of Service below, you must have one of your Parents review and agree to the Terms of Service below. If you or your Parent (as applicable) do not agree to these terms, you do not have permission to use the Services.

Thank you for your interest in using the Epraise Services. This Agreement contains both terms that apply to you as a general user of the Services, as well as terms that may apply to you as a specific type of user of the Services, including Teacher, School Employee, Parent, or Student.

By using our Services, you represent and warrant to Epraise that:

1. You are an individual and not a corporation;
2. You have the legal capacity to review and agree to these terms or, if you do not have legal capacity, your Parent has reviewed and agreed to this Agreement on your behalf;
3. You are either a Teacher, a School Employee (Faculty, Staff, or similar), a Parent, or a Student who wishes to use the Services;
4. All registration information you submit is accurate and truthful;
5. You will maintain the accuracy of such information; and
6. If you are accepting this Agreement on behalf of an institution, company, or other legal entity, you have the authority to bind that institution, company, or legal entity to this Agreement. You also certify that you are legally permitted to use and access the Services and you take full responsibility for the selection, use of, and access to the Services.

This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

## Definitions

As used in this Agreement, the following terms shall have the following definitions, regardless of whether used in their singular or plural form:

1. **“Agreement”** shall mean these Terms of Service.
2. **“Community Site”** shall mean the platform used by Epraise to provide support and associated resources to users of the Product and Services.
3. **“Consent”** shall mean advance written consent from all parents whose children will be accessing the Services.
4. **“Content”** shall mean all materials displayed or performed as part of the Services, including but not limited to text, graphics, images, videos, and any other intellectual property owned by Epraise Limited. Content does not include any User Submissions, Education Records, Student Data, Personally Identifiable Information, Personal Information, or Sensitive Information.
5. **“Parent(s)”** shall be defined as
  - the lawful and natural father or mother of a minor
  - the lawfully adoptive father or mother of a minor, or
  - the legal guardian of a minor, who is a student at a School.

Parent accounts are set up and managed by a School Employee from within the Product and cannot be created in any other way.

6. **“Personal Information”** shall mean any information or opinion about an identified individual, or an individual who is reasonably identifiable, and includes a person's name or address, employment details, family information, or photos, as well as Sensitive Information (as defined under the Product Privacy Policy), or as otherwise defined under applicable privacy and data protection laws.
7. **“Privacy Policy”** shall mean Epraise’s current Product Privacy Policy, as indicated, which can be consulted [here](#) as amended, supplemented, restated, and/or updated from time to time.
8. **“Product”** shall mean the Epraise cloud-based software, accessed via a website or application accessible at application stores, including but not limited to the Apple App and Android Store(s).
9. **“Product Website”** shall mean the areas of the epraise.co.uk/us/.com/.au, and other relevant websites from where the User accesses and uses the Services area, including any content or functionality offered on or through them, but not including the Product.
10. **“School”** shall mean the educational institution that is a customer of Epraise and that provides Students, Teachers, Parents, and School Employees access to the Product and Services.
11. **“School Employee”** shall mean any School employee who is authorised to use the Services and may include members of school administration and employees or agents of the School working within the School.
12. **“Services”** shall mean the Epraise Product, Product Websites, Community Site, and domain name, all other websites and domain names affiliated with Epraise and any other linked pages, features, content, or mobile application services offered from time to time by Epraise, and shall include, without limitation, any service Epraise performs for you and the Content offered by Epraise on the Product, Product Websites, the Community Site, or any other platform associated with the Services.
13. **“Student”** shall mean any user who is registered as a student in the Product. Student accounts are set up and managed by a School Employee from within the Product and cannot be created in any other way.
14. **“Student Data”** shall include records, files, documents, and other materials that contain information directly related to a student, and that are maintained by an educational agency or institution or by a person acting for such agency or institution.

15. **“Teacher”** shall mean any user who is registered as a teacher in the Product and may include teachers, paraprofessionals, aides, substitute teachers, behavior specialists, or other faculty employees working with students. Teacher accounts are set up and managed by a School Employee from within the Product and cannot be created in any other way.
16. **“Third Party Integration Partner(s)”** shall mean any third-party platform which is integrated with the Product, or which the Product is integrated with to exchange data, which may include Content and Personal Information and/or Personally Identifiable Information, between the platforms. Integration purposes may include rostering/data synchronization, meeting/calendar synchronization, and single sign-on (SSO). No integration of the Product will be established with a Third-Party Integration Partner without the permission of the School or district administration. A list of Third-Party Integration Partners can be found [here](#).
17. **“User”** shall mean any user contemplated by this Agreement, including Teacher, Student, Parent, and/or School Employee users.
18. **“User ID”** shall mean a password (where applicable) and username for the User’s access to the Services.
19. **“User Submissions”** shall mean any information or media posted by or on behalf of the User via the Product, the Product Website, the Community Site, or any Third-Party Integration Partner(s), including, but not limited to, in-Product communications, text, graphics, images, files, and other content or media.

If you are based in the United States, the following additional definitions shall apply:

1. **“Education Records”** shall have the meaning ascribed to it by the U.S. Family Educational Rights and Privacy Act (FERPA), and include records, files, documents, and other materials that contain information directly related to a student, and that are maintained by a U.S.-based educational agency or institution or by a person acting for such agency or institution.
2. **“Personal Information”** shall have the meaning ascribed by the Children's Online Privacy Protection Act (COPPA), and include individually identifiable information such as: first and last name; physical address; online contact information; user name; telephone number; Social Security number; persistent identifier that can be used to recognize a user over time and across different websites or online services; media containing a child’s image or voice; and geolocation information sufficient to identify street name and name of a city or town (see [16 CFR § 312.2](#)).
3. **“Personally Identifiable Information”** shall have the meaning ascribed by the Family Educational Rights and Privacy Act (FERPA), and include information that can be used to

distinguish or trace an individual's identity either directly (such as a student's or other family member's name) or indirectly (such as a student's date of birth, place of birth, or mother's maiden name) (see [34 CFR § 99.3](#)).

## Ownership of and Access to the Services

1. The Services are owned and operated by Epraise.
2. Epraise hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use and access the Services for the purposes set forth herein.
3. Epraise may change, suspend or discontinue all or any part of the Services at any time, may impose limits on certain features and services, or may restrict your access to parts or all of the Services without notice or liability except as and to the extent otherwise provided in the agreement between Epraise and the School.
4. Epraise reserves the right, in their sole discretion, to modify this Agreement at any time by posting a notice on the Services or sending you a notice via email prior to adopting any modifications, as outlined in the [Product Privacy Policy](#). You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.
5. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, internet access, and telephone service, and shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.
6. You acknowledge that you are responsible for the security of your user ID and password and agree to keep these confidential. In addition, if you are a School Employee, you agree not to issue Student, Parent, or School Employee access in an insecure manner, or to Students or Parents of Students who are not part of your School.
7. You shall ensure that all persons who access the Services through your internet connection are aware of this Agreement and comply with it.

## Application Licence Grant and Restrictions; Reservation of Rights; Updates; Third-party Store Additional Terms

Licence Grant. Subject to your compliance with these Product Terms of Use, ePraise and/or its content providers grants you a limited, non-exclusive, nontransferable, non-sublicensable licence to: (a) download, install, and use any application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you; and (b) access, stream, download, and use on such mobile device certain features, functionality, and content made available in or otherwise accessible through such applications, strictly in accordance with these Product Terms of Use.

Restrictions. Except as may be expressly permitted by applicable law, you shall not: (a) copy the application, except as expressly permitted by this licence; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the application; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the application or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the application, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the application, or any features or functionality of the application, to any third party for any reason, including by making the application available on a network where it is capable of being accessed by more than one device at any time; (f) use any manual process to monitor or copy any of the material on the application, or for any other purpose not expressly authorized in these Product Terms of Use, without ePraise's prior written consent; (g) frame, mirror, or otherwise incorporate the application or any portion of the application as part of any other mobile application, website, or service; (h) use the application in any manner that could disable, overburden, damage, or impair the application or interfere with any other party's use of the application; (i) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the application; or (j) use the application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including safety-critical applications, including medical or life-support systems.

Reservation of Rights. You acknowledge and agree that any application provided to you by ePraise is provided under licence, and not sold, to you. You do not acquire any ownership interest in any application under these Product Terms of Use, or any other rights thereto other than to use the application in accordance with the licence granted, and subject to all terms, conditions, and restrictions, under these Product Terms of Use. ePraise reserves and shall retain its entire right, title, and interest in and to the application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Product Terms of Use.

Updates. ePraise may from time to time in its sole discretion develop and provide application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that ePraise has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your mobile device settings, when your mobile device is connected to the internet either: (a) the mobile application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the applicable application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the applicable application and be subject to all terms and conditions of these Product Terms of Use.

Third-party Store Additional Terms. The following additional terms and conditions apply with respect to any application designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- a. You acknowledge that these Product Terms of Use are between you and ePraise only, and not with Apple, Inc. ("Apple").
- b. Your use of our iOS App must comply with Apple's then-current App Store Terms of Service.
- c. ePraise, and not Apple, is solely responsible for its iOS App and the Services and any content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to the ePraise iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the ePraise iOS App.
- d. You agree that ePraise, and not Apple, is responsible for addressing any claims by you or any third-party relating to the ePraise iOS App or your possession and/or use of the ePraise iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Product Terms of Use and any law applicable to ePraise as provider of the iOS App.
- e. You agree that ePraise, and not Apple, shall be responsible, to the extent required by these Product Terms of Use, for the investigation, defence, settlement and discharge of any

third-party intellectual property infringement claim related to the ePraise iOS App or your possession and use of the ePraise iOS App.

- f. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- g. You agree to comply with all applicable third-party terms of agreement, if any, when using the ePraise iOS App (e.g., you must not be in violation of Your wireless data service terms of agreement when using the iOS App).
- h. We agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Product Terms of Use as they relate to your licence of the ePraise iOS App. Upon Your acceptance of these Product Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Product Terms of Use against you as they relate to your licence of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any application that ePraise provides to you and is designed for use on an Android-powered mobile device (an “Android App”):

- a. You acknowledge that these Product Terms of use are between you and ePraise only, and not with Google, Inc. (“Google”).
- b. Your use of the ePraise Android App must comply with Google’s then-current Android Market Terms of Service.
- c. Google is only a provider of the Android Market where you obtained the Android App. ePraise, and not Google, is solely responsible for any ePraise Android App and the Services and any content available thereon. Google has no obligation or liability to you with respect to any ePraise Android App or these Product Terms of Use.

You acknowledge and agree that Google is a third-party beneficiary to these Product Terms of Use as they relate to the ePraise Android App.

## Scope and Term

### 1. Teacher User

You are authorised under this Agreement to use the Services in accordance with the terms of the contract between Epraise and the School in which you teach.

**2. Parent User**

You are authorised under this Agreement to use the Services in accordance with the terms of the contract between Epraise and the School that the Student for whom you act as a Parent is associated with.

**3. Student User**

You are authorised under this Agreement to use the Services in accordance with the terms of the contract between Epraise and the School in which you are enrolled as a Student.

**4. School Employee User**

You are authorised under this Agreement to use the Services in accordance with the terms of the contract between Epraise and the School of which you are a School Employee.

## School Employee's Role and Responsibilities

**1. Role as School Employee**

1. You acknowledge that as a School Employee you may be responsible for granting access to the Services to other School Employees, Teachers, Students, or Parents working within the school system at the School under a contract with Epraise to receive the Services. You agree that access to the Services will not be granted outside yourself, Teachers, Students and their Parents, or other School Employee users (if applicable).
2. You acknowledge and agree to supervise all Users' access to the Services in order to ensure that the Services will be used in accordance with this Agreement.
3. Epraise recommends that you provide or make otherwise accessible a copy of these Terms of Service and a copy of the [Product Privacy Policy](#) for each Parent of all Students under the age of 13 years.
4. You may be responsible for issuing invitations to participate in the Services to Students, Teachers, other School Employees, or Parents, thereby giving them access to the Student information for their child, children, or any minor for whom they are legally responsible. You agree that you will not issue such invitations to anyone other than the Teachers, other School Employees, or Parents of your Students as defined in this Agreement. You acknowledge that these invitations are designed to grant access to the personal information of the related Student(s), and that failure to comply with this section will be a breach of the Epraise Agreement.

5. You agree that you will execute your responsibilities in the immediately preceding section in a diligent, fair, and equitable manner without misuse or abuse of the power. Epraise reserves the right to terminate access by any School Employee who Epraise determines has misused or abused this power. Epraise shall have complete and final authority in this matter.

## 2. Notice to Users in the United States Regarding COPPA and Parental Consent

1. Under the United States' Children's Online Privacy Protection Act (COPPA), online service providers such as Epraise must provide parental notification and obtain verifiable parental consent before collecting personal information from children under the age of 13, except in limited situations (for exceptions to this consent requirement, please see [16 CFR § 312.5\(c\)](#)). Except as expressly set forth below in this Section 4.2 and in our [Product Privacy Policy](#), Epraise does not knowingly collect such personally identifiable information from a child under the age of 13.
2. As outlined in our [Product Privacy Policy](#), Epraise may collect certain personal information, such as a Student's first and last name, username, and email address, but only for the benefit of the School in terms of the Student's participation in using the Services and for no other commercial purpose. If you believe that information from a Student under the age of 13 has been provided in violation of these terms, please contact us at [privacy@epraise.co.uk](mailto:privacy@epraise.co.uk).
3. If you are a School Employee and your School has not already obtained parental consent as required under COPPA, you agree to obtain parental consent for online collection of personal information from children under 13. When obtaining Consent, you must provide Parents with a copy of our Parental Consent Form. A sample consent form can be found [here](#). As a School Employee, you must keep signed Consents on file and provide them to Epraise upon our request. For more information on COPPA, please see: [Children's Online Privacy Protection Rule \("COPPA"\) | Federal Trade Commission \(ftc.gov\)](#).
4. You acknowledge that Epraise is not required to obtain consent directly from Parents under COPPA, and that Epraise can presume that your authorization for the collection of Students' personal information is based upon you having obtained the Parents' consent.

## Privacy and Security

1. You and Epraise agree to comply with the requirements of all applicable privacy, data protection, and security laws, including, but not limited to, the UK Data Protection Act

2018, the EU GDPR and its UK variant, the UK GDPR, the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), COPPA, the U.S. Family Educational Rights and Privacy Act (FERPA), and other applicable laws in the UK, the EU, Australia, the United States, and other countries in which Users at your School are based.

2. You acknowledge and agree that, to the extent necessary in the United States to provide the Services and fulfill its duties as outlined in this Agreement, Epraise may receive, collect, and process Education Records and/or Personally Identifiable Information as a School Official (as defined by FERPA) with a legitimate educational interest under FERPA. Epraise acknowledges and agrees that ownership of such records and/or information will remain with the School, Parent, and/or Student, as applicable.
3. For information regarding Epraise's treatment of Personal Information / Personally Identifiable Information and other User data, please review our [Product Privacy Policy](#), which is hereby incorporated into this Agreement by reference.
4. For more information, see our [Trust Centre](#).

## Content and User Submissions on Services

### 1. Content

1. The Services and Content are intended solely for the educational use of Users and may only be used in accordance with the terms of this Agreement. Content is protected by UK, Australian, U.S. and international copyright and other intellectual property laws.
2. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services and, except as expressly provided in this Section 6, you shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.
3. The Product, the Community Site, and the Product Website are protected by copyright as collective works and/or compilations under UK, Australian, U.S. and international copyright laws as well as international conventions. Except as expressly provided in this Section 6, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform,

display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

4. Copying or storing of any Content other than for the purposes permitted by this document is expressly prohibited without prior written permission from Epraise or from the copyright holder identified in such Content's copyright notice.

## **2. User Submissions**

1. In the course of using the Services, Teacher, Parent, Student and/or School Employee users may post or upload User Submissions to the Product. Teacher, Parent, Student and/or School Employee as applicable shall be solely responsible for such User Submissions and the consequences of posting, publishing or distributing User Submissions on or through our Product.
2. Information and content uploaded to the Product may be visible to other Users and may also be used by Epraise, but only in connection with providing the Services and in accordance with these terms and our [Product Privacy Policy](#).

## **3. Content and User Submission Responsibilities**

1. All User Submissions must comply with the requirements of all applicable data protection, privacy, and security laws, including, but not limited to, the UK Data Protection Act 2018, the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), COPPA, the U.S. Family Educational Rights and Privacy Act (FERPA), and all other applicable UK, Australian, U.S. and international laws and regulations.
2. In addition, you accept sole responsibility to ensure that any User Submissions that you post, publish, or distribute on or through the Product meet the following guidelines:

### **User Submissions:**

- Must not include any communication or solicitation designed or intended to obtain password, account, or private information from any User of the Services.
- Must not include any illegal material, including any material that may be considered threatening or obscene.
- Must not include any software or code executed from within the Services.
- Must not breach any local, national, or international law or regulation.
- May not have the purpose of harming or attempting to harm minors in any way.
- Must not bully, insult, intimidate or humiliate any person.
- Must not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or

any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- Must be accurate (where it states facts).
- Only contain opinions that are genuinely held.
- Must comply with the law applicable in any country from which it is posted and to which the Services are targeted.
- Must not be defamatory of any person.
- Must not be obscene, offensive, hateful or inflammatory.
- Must not infringe any copyright, database right or trademark of any other person.
- Must not include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
- Must not include video content not suitable for BBFC classification.
- Must not include material that might impair the physical, mental or moral development of persons under the age of 18.
- Must not be likely to deceive any person.
- Must not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Must not contain illegal content or promote any illegal content or activity.
- Must not be in contempt of court.
- Must not be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Must not be likely to harass, upset, embarrass, alarm or annoy any other person.
- Must not impersonate any person or misrepresent your identity or affiliation with any person.
- Must not give the impression that it emanates from Epraise, if this is not the case.
- Must not advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Must not contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Must not be pornographic.

- User Submissions through the Community Site must not contain any Sensitive Information.

### **Illegal content**

In addition, you must not use our Services in any way that involves:

- Terrorism offences.
- Child sexual exploitation or abuse offences including grooming and child sexual abuse material.
- Encouraging or assisting suicide (or attempted suicide) or serious self-harm offences.
- Harassment, stalking, making threats or abuse offences.
- Hate offences.
- Controlling or coercive behaviour offence.
- Drugs or psychoactive substance offences.
- Firearms or other weapons offences.
- Unlawful immigration or human trafficking offences.
- Sexual exploitation of adults offences.
- Extreme pornography offence.
- Intimate image abuse offences.
- Proceeds of crime offences.
- Fraud and financial services offences.
- Foreign interference offences.

### **Content very harmful to children**

The following must not be uploaded, shared or generated directly on our Services:

- Pornographic content.
- Content which encourages, promotes or provides instructions for suicide.
- Content which encourages, promotes or provides instructions for an act of deliberate self-injury.
- Content which encourages, promotes or provides instructions for an eating disorder, or for behaviours associated with an eating disorder.

### **Other content harmful to children**

You must not upload, post, create on our Services or share any of the following:

- Content that is abusive and which targets any of the following characteristics: race, religion, sex, sexual orientation, disability, gender reassignment.
- Content which incites hatred against people:
  - of a particular race (including colour, nationality, and ethnic or national origins, religion (including lack of religion), sex or sexual orientation;
  - who have a physical or mental disability; or
  - who have the characteristic of gender reassignment (meaning the person is proposing to undergo, is undergoing or has undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attributes of sex).
- Content which encourages, promotes or provides instructions for an act of serious violence against a person.
- Content intended to bully other Users.
- Content which:
  - depicts real or realistic serious violence against a person (real or not);
  - depicts the real or realistic serious injury of a person (real or not) in graphic detail.
- Content which:
  - depicts real or realistic serious violence against an animal (real or not);
  - depicts the real or realistic serious injury of an animal (real or not) in graphic detail;
  - realistically depicts serious violence against a fictional creature or the serious injury of a fictional creature in graphic detail.
- Content which encourages, promotes or provides instructions for a challenge or stunt that is highly likely to result in serious injury to the person who does it or to someone else.
- Content which encourages a person to ingest, inject, inhale or in any other way self-administer:
  - a physically harmful substance;
  - a substance in such a quantity as to be physically harmful.

## **Offences**

You must not upload, post, create on our Product and Services, share or cause any uploading, posting, creation or sharing, of any of the following:

- A grossly offensive, indecent, obscene or menacing message intending to cause offence, menace, distress or anxiety.
  - A false message knowing it to be false, intending to cause non-trivial psychological or physical harm to a likely audience, and with no reasonable excuse.
  - A message threatening death or serious harm while intending or being reckless as to whether the object of the threat would fear that the threat would be carried out.
  - Flashing images when it is reasonably foreseeable that an individual with epilepsy will see it and the sender intended that the individual would suffer harm and the sender has no reasonable excuse for sending the images.
  - A communication that intends to encourage serious self-harm.
  - An unsolicited sexual image, including a manufactured intimate image or "deepfake" intending the recipient to be caused alarm, distress or humiliation, or for the purpose of sexual gratification and being reckless as to whether the recipient will be caused alarm, distress or humiliation.
  - A sexually explicit deepfake.
3. You hereby grant to Epraise and its affiliated companies a non-exclusive, royalty free, perpetual, and revocable licence to use your User Submission(s) within the Services and to make them available to other Users at the School as directed by the School, subject to the terms of our [Product Privacy Policy](#). Furthermore, subject to the terms of our Product Privacy Policy, you grant each User of the Services at the School a non-exclusive licence to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as directed by the School and permitted through the functionality of the Services and under this Agreement. Furthermore, you understand that Epraise retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted, as directed by the School, subject to the terms of the Product Privacy Policy.
4. You understand that all information posted by Students, Teachers, Parents and/or School Employees on the Product or privately transmitted by users through the Services is the sole responsibility of the person from which such information originated and that Epraise will not monitor and will not be liable for any errors or omissions in any User Submissions.
5. You understand that Epraise cannot guarantee the identity of any other Users with whom Student, Teacher, Parent, and/or School Employees may interact in the course of

using the Product. Additionally, Epraise cannot guarantee the authenticity of any data that Users of the Product may provide about themselves or any other subject.

6. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Epraise or any of its affiliated companies be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.
7. You acknowledge that you are responsible for the security of your User ID and password and agree to keep these confidential.

## Your Warranties

1. You shall be solely responsible for your User Submissions and the consequences of posting, publishing, or distributing your User Submissions on or through the Services. In connection with each User Submission by you, you affirm, represent, and warrant that:

**(i)** you own or have the necessary licences, rights, consents, and permissions to use and authorise us and our affiliated companies to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by us and these Terms of Service; and

**(ii)** you have the written consent, release, and/or permission of each and every identifiable individual person in such submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner contemplated by us and these Terms of Service.

In furtherance of the foregoing, you agree that you will not:

**(i)** submit User Submissions that are copyrighted, protected by trade secret, or otherwise subject to third party proprietary rights, including privacy and data protection (e.g., the UK Data Protection Act 2018, the EU GDPR and its UK variant, the UK GDPR, the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), COPPA, FERPA) and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post and distribute the material and to grant us and our affiliated companies all of the rights granted herein;

**(ii)** publish falsehoods or misrepresentations that could damage us or any third party;

(iii) use the Services, including any Content thereon, to harm minors or anyone in any way;

(iv) impersonate any person or entity, including, but not limited to, any of our officials, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(v) submit material that is unlawful, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any local, state, provincial, national, or international law, or is otherwise inappropriate;

(vi) post advertisements or solicitations of business (except that School Employees should be able to use the Services to solicit donations, goods, services and other contributions from members of their School community); or

(vii) collect or store personal data about users without their express consent or in connection with the prohibited conduct and activities set forth above.

2. You acknowledge that Epraise does not screen User Submissions submitted to the Services, but Epraise reserves the right to screen, review, flag, filter, modify, refuse, or remove any or all User Submissions or not publish or otherwise distribute User Submissions. Epraise reserves the right to remove any User Submissions from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submissions or if Epraise is concerned that you may have breached the immediately preceding paragraph), or for no reason at all. You, not Epraise, remain solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such User Submissions to Epraise and to grant Epraise and its affiliates and service providers the rights to use such information in connection with the Services and as otherwise provided herein.
3. **To the maximum extent permitted by Law, Epraise shall have no liability arising out of or relating to Sensitive Information (as this term is defined in the [Product Privacy Policy](#)) submitted through the Community Site in breach of the [Product Privacy Policy](#), including any claims, damages, losses, fines, penalties, costs, or expenses (collectively, “Losses”) that result from Epraise’s possession or processing of such data.**
4. You shall defend, indemnify, and hold Epraise, its parents, subsidiaries, affiliates, officers, and employees harmless against any and all damages, losses, fines, costs, expenses (including legal fees), claims, and liabilities, asserted at any time, arising out of User Submissions, your access to the Services, your use of the Services, your submission of Sensitive Information through the Community site, your violation of this

Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

## Restrictions

1. You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services.
2. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any User.
3. You may not access the Service using any automated, scripted, or programmatic interfaces other than a functionality explicitly provided by Epraise's documented Application Programming Interface (API).
4. You may not use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or to engage in any kind of illegal activity is expressly prohibited.
5. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Services is strictly prohibited.
6. Except as and to the extent expressly permitted by applicable law, you will not decompile, disassemble, decode, adapt, reverse engineer, or otherwise attempt to deconstruct, identify, discover, or otherwise obtain any source code, underlying ideas or other technology, user interface or algorithms, or other software component of the Services, in whole or in part.
7. You may not transfer your account to anyone else.
8. You will not provide Content or engage in any activity on the Product that:
  - directly supports unlawful active attack or malware campaigns that are causing technical harms — such as using the Product to deliver malicious messages, payloads, network traffic, or similar; or

- uses the Services to disrupt or to attempt to disrupt, or to gain or to attempt to gain unauthorized access to any other service, or device, data, account, or network.
9. You will not copy, modify, adapt, translate, incorporate into or with other software, or create derivative works of any part of the Services, in whole or in part.
  10. You will not attempt to circumvent any fees, user limits, timing or use restrictions that are built into the Services.
  11. You will not use or transmit to anyone for use of the Services, or any output from the use thereof to evaluate, score, or report on the creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of any consumer or applicant for employment, or any other use subject to any applicable credit reporting.
  12. You will not use the Services, output from the use thereof, or the Documentation in any harmful, malicious, or unlawful ways, including but not limited to misuse of credit card information or other personal information, violation of any data privacy or computer laws and regulations, other violation of any Company or third party rights (including intellectual property or privacy rights), or distribution or use in violation of the applicable Product Terms of Use available through the product-specific [Trust Centre](#) by selecting the applicable brand from the drop-down menu in the upper left corner, or any U.S., or otherwise applicable, export controls, economic sanctions, or anti-corruption laws or regulations.
  13. You will not attempt to gain unauthorized access to, interfere with or disrupt the Services, or related servers or networks (including via a denial-of-service attack).
  14. You will not sell, resell, or exploit any portion of the Services, use of the Services, or access the Services without our express written permission.
  15. You shall not conduct, facilitate, authorize or permit any text or data mining or web scraping in relation to our Services. This includes using (or permitting, authorizing or attempting the use of):
    - Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Services or any data, content, or information accessed via the same.
    - Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of Epraise's rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) Epraise is unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

## Warranty Disclaimer

1. You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Services or your downloading of any Content posted on it, or on any website linked to it.
2. Epraise has no special relationship with or fiduciary duty to you. You acknowledge that Epraise has no control over, and no duty to take any action regarding: which Users gain access to the Services; what Content you access via the Services; what effect the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. Neither Epraise nor any person associated with Epraise makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Services or Content. Without limiting the foregoing, neither Epraise nor anyone associated with Epraise represents or warrants that the Services or Content will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our Services or Content, or the server that makes them available are free of viruses or other harmful components, or that the Services or Content will otherwise meet your needs or expectations.
3. You release Epraise from all liability for you having acquired or not acquired Content through the Services.
4. Epraise makes no representations, warranties, conditions, guarantees or other terms regarding suggestions or recommendations of services or products (including any third-party content) offered through the Services.

5. The Product and Services are provided on an "as is" and "as available" basis, without representations, warranties, guarantees, conditions or other terms of any kind, whether express, implied, statutory or otherwise, including, without limitation, implied or statutory warranties of satisfactory quality, fitness for a particular use or purpose, good title, or non-infringement. Without limiting the generality of the foregoing, Epraise makes no warranty, guarantee, representation, condition or other term that the Services will meet your requirements or that the use of or access to the Services will be uninterrupted, timely, secure, or error-free or that defects in the Services will be corrected. Epraise make no warranty, guarantee, representation, condition or other term as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services, and Epraise is not responsible for the products, services, actions, or failure to act of any third party. No advice or information, whether oral or written, obtained by you through the Product and/or Services or from Epraise or its affiliated companies shall create any warranty, guarantee, representation, condition or other term. Epraise disclaims all equitable remedies.
6. The foregoing does not affect any warranties, guarantees, conditions, representations, or other terms that cannot be excluded or limited under applicable law.

## Limitation on Liability: Your Attention is Particularly Drawn to This Clause

### **If you are a School Employee:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Services or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - your use of, or inability to use, our Product and Services;
  - your use of or reliance on any content displayed on our Product and Services; or
  - your submission of any Sensitive Information through the Community Site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;

- loss of business opportunity, goodwill or reputation;
- loss of use or corruption of software, data or information;
- cost of procuring substitute services; or
- any indirect or consequential loss or damage.

**If you are a Parent or Student:**

- Please note that we only provide our Product and Services for domestic and private use. You agree not to use our Product and Services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, loss of or corruption to data, cost of procuring substitute services, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill our liability will be governed by our Agreement with your School. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**Whether you are a School Employee, a Student, or a Parent:**

- The foregoing does not affect any liability that cannot be excluded or limited under applicable law. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to our school customers, which will be set out in our Agreement with the School.

**Australian Consumer Law** - This section applies to Australian residents only.

Nothing in these Terms of Service is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (ACL), or the exercise of a right conferred by such a provision, or any liability of Epraise in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of services.

If Epraise is liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, Epraise's total liability to

you for that failure is limited to, at our option, the resupply of the services or the payment of the cost of resupply, or as otherwise provided in Epraise's agreement with your School.

## Indemnification

You agree to defend, indemnify, and hold harmless Epraise, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your violation of these Terms of Service or your use of the Product, the Community Site, or the Services, including, but not limited to, your Content, your User Contributions, the Community Site, any use of the Product's or Services' content other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Product, the Community Site, or the Services.

## Registration

1. As a condition to using Services, you will be required to register with the School and select or use a User ID. Further to your representation and warranty in the preamble to the Agreement, you shall provide the School with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account.
2. You may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorisation.
3. You shall be responsible for maintaining the confidentiality of your password.

Epraise reserve the right to suspend the account of any User, without incurring any resulting obligation or liability, if: (a) Epraise receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Epraise to do so; or (b) Epraise believes, in its sole discretion, that: (i) you have failed to comply with any term of this Agreement, or of the [Product Privacy Policy](#), or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorised under this Agreement; or (ii) you have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services. This Section 12.4 does not limit any of Epraise's other rights or remedies, whether at law, in equity, or under this Agreement.

## Third Party Integration Partners and Websites

1. The Product may allow you to connect to external Third-Party Integration Partners for purposes that include, but are not limited to, rostering/data synchronization, meeting/calendar synchronization, single sign-on (SSO), sharing online content through classroom management solutions, sharing events calendars, sharing academic & contact records, and in general integrating with Epraise' and various third parties' APIs. You acknowledge that by choosing to enable any such third-party integrations, you are authorising and directing Epraise and its affiliated companies to share information with, and/or receive information from, the third-party integration partner(s). Depending on the purpose of the third-party integration, such information may include Education Records, Personally Identifiable Information, and Personal Information. You acknowledge that Epraise does not control or oversee Third-Party Integration Partners and that your use of such Third-Party Integration Partners' services is governed solely by the terms and conditions and privacy policies of those services. You further acknowledge that you are responsible for (i) ensuring that the third-party integrations you enable are appropriate for your intended use; (ii) understanding what information will be shared with the Third-Party Integration Partners; and (iii) ensuring that your use of the third-party integration(s) complies with all applicable laws.
2. The Product, and User Submissions to the Product, may contain links to third-party websites that are not owned or controlled by Epraise. When you access third-party websites, you do so at your own risk. Epraise encourages you to be aware when you leave the Product and to read the terms and conditions and privacy policies of each third-party website that you visit.
3. Epraise has no control over, and assumes no responsibility for, the content, accuracy, terms of use, privacy policies, or practices of or opinions expressed in any third-party websites. In addition, Epraise will not and cannot monitor, verify, censor, or edit the content of any third-party site.
4. By using the Services, you expressly relieve and hold harmless Epraise and its affiliated companies, and their respective directors, officers, employees, and agents from any and all liability arising from your use of any third-party website. Your interactions with organisations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organisations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Epraise shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between Users of the Services, or between Users and any third party, you understand and agree that Epraise is under no obligation to become involved. In the event that you have a dispute with one or more other Users, you hereby release Epraise, its directors, officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

## Term and Termination

1. This Agreement shall remain in full force and effect for as long as you continue to use Epraise with the User ID assigned to your account.
2. In no event will the Agreement terminate while you have an active account with the School. The Agreement shall be considered terminated should it be cancelled by Epraise or the School under the terms of this Agreement.
3. It is understood that the management of User access rights is the responsibility of the School Employees acting as school administrators for the School under contract with Epraise to receive the Services, and that termination of the Agreement by the School administration may automatically trigger the termination of any applicable license agreements for Users at your School.
4. Epraise may suspend or terminate your access to the Services or your account at any time, for any reason (without cause or for your violation of any term of this Agreement or of the [Product Privacy Policy](#)), and without warning or notice, which may result in the forfeiture and destruction of all information associated with your account. Upon termination of your account, your right to access and use the Services will immediately cease. Epraise is not under any obligation to provide access to User Submissions after the termination of this Agreement.
5. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
6. In the event of termination of this Agreement by Epraise, Epraise's liability shall be as provided in the Agreement with the School.
7. The early termination or expiration of this Agreement shall not operate to limit any rights or remedies available to Epraise that accrued prior to termination or expiration hereof.

## Governing Law

INTENTIONALLY OMITTED

## General Provisions

1. Note that, by using the Services, you may receive email or text messages on your phone or mobile device, which may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Furthermore, should you access the Product from a mobile device or via the internet you may be subject to data usage charges. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless and/or internet carrier to determine what rates, charges, fees, or costs may apply to your use of the Services.
2. Epraise shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Epraise's reasonable control, including, without limitation, electronic or communications failure or degradation.
3. If a provision of this Agreement is held invalid or unenforceable, any other provision contained herein shall be separately valid and enforceable to the fullest extent permitted by law.
4. No negligence or waiver by either party to exercise a right shall be deemed to be or construed as a waiver by either party of its rights.
5. You shall not assign, transfer, or sublicense this Agreement except with Epraise's prior written consent.
6. Epraise may assign, transfer, or delegate this Agreement and Epraise's rights and obligations without your consent.
7. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that, subject to Section 2.4, all modifications must be in a writing signed by both parties, except as otherwise provided herein.
8. This Agreement and any subsequent versions of this Agreement posted to the Product will be deemed a writing signed by both parties.

9. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind Epraise in any respect whatsoever.
10. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.
11. All other feedback, comments, requests, and other communications relating to this Agreement should be directed to: [privacy@epraise.co.uk](mailto:privacy@epraise.co.uk).
12. We may preserve the content of any e-mail you send us for our business purposes, including if we believe we have a legal requirement to do so. Your e-mail message content may be monitored by us including for troubleshooting or maintenance purposes or if any form of e-mail abuse is suspected.
13. You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of your intention to be bound by this Agreement as if signed by your manuscript signature.
14. You consent to receiving electronic messages and information sent by us (or on our behalf) for any purposes described in our Product Privacy Policy or otherwise disclosed to you.