

End User Licence Agreement

1. Introduction

This End User License Agreement (“EULA”) governs your access and use of the Admicity SaaS software solution (“Software”) provided by Admicity Ltd (“Company”, “We”, “Us”, or “Our”). By accessing or using Admicity, you (“User”, “You”, “Your”) agree to be bound by the terms of this EULA.

2. Licence Grant

Subject to your compliance with this EULA and the payment of applicable subscription fees, the Company grants you a limited, non-exclusive, non-transferable, and revocable license to access and use Admicity solely for educational administration purposes within your school or organisation.

3. User Restrictions

You agree not to:

- Copy, modify, distribute, or create derivative works from the Software.
- Reverse engineer, decompile, or disassemble the Software.
- Use the Software for any unlawful, harmful, or unauthorised purposes.
- Transfer, lease, or sublicense the Software to third parties without prior written consent.

4. Account Responsibility

You are responsible for maintaining the confidentiality of your login credentials. Any actions carried out under your account are your responsibility, and you must notify the Company immediately of any unauthorised use.

5. Subscription Fees and Payment

You agree to pay the subscription fees as specified during registration. All payments are non-refundable unless otherwise stated by law or agreed in writing. Failure to pay may result in the suspension or termination of your access to the Software.

6. Ownership and Intellectual Property

All rights, title, and interest in the Software, including but not limited to intellectual property rights, belong to the Company. You acknowledge that this EULA does not grant you any ownership rights to the Software.

7. Data Protection and Privacy

We collect and process personal data in accordance with our Privacy Policy, which is available at www.admicity.co.uk. By using the Software, you agree to the collection and use of personal data as outlined in our Privacy Policy.

8. Termination

The Company may terminate this EULA if you fail to comply with its terms. Upon termination, you must cease all use of the Software and delete any copies of the Software in your possession.

9. Limitation of Liability

To the maximum extent permitted by law, the Company will not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, data, or business, arising from your use of the Software.

10. Governing Law

This EULA is governed by and construed in accordance with the laws of England and Wales. Any disputes arising from or related to this EULA shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Changes to the EULA

The Company reserves the right to modify this EULA at any time. You will be notified of any changes, and continued use of the Software will constitute acceptance of the revised terms.

Terms & Conditions

1. Introduction

These Terms & Conditions ("Terms") govern your use of Admicity SaaS. By registering for and using Admicity, you agree to these Terms.

2. Subscription and Access

Access to Admicity is provided through a subscription-based service.

- You must register for an account and provide accurate, complete information during the registration process.
- The subscription plan, payment terms, and duration of access will be specified at the time of registration.
- Subscriptions automatically renew unless cancelled prior to the renewal date.
- Cancellation of an annual subscription received after the renewal date will be liable for the 3 month cancellation charge. This does not apply to monthly subscriptions.

3. Acceptable Use

You agree to use Admicity in compliance with all applicable laws and regulations. You must not:

- Use Admicity in any way that could impair its functionality or disrupt other users.
- Attempt to gain unauthorised access to any part of the system or related networks.
- Use the service for any commercial purposes outside of educational administration.

4. Content and Data Ownership

You retain ownership of all content and data you input into Admicity. However, by using the Software, you grant Us a non-exclusive license to store, process, and use this data to provide the service. We are not responsible for the accuracy of the data entered into the Software by You or any third party.

5. Data Protection and Privacy

We will process personal data in accordance with the UK Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Our full Privacy Policy & GDPR Compliance policy explains how we handle your data. Both documents are available at www.admicity.co.uk

6. User Responsibilities

You are responsible for maintaining the security of your account and for any activity that occurs under your account. You must notify Us immediately of any unauthorised use of your account or security breaches.

7. Service Availability

We aim to provide uninterrupted access to Admicity, but we do not guarantee that the service will be available at all times. Scheduled maintenance or unforeseen technical issues may cause temporary service interruptions.

8. Cancellation and Termination

You may cancel your subscription at any time by following the cancellation process in your account settings. Upon cancellation, access to Admicity will continue until the end of the current subscription period. We reserve the right to suspend or terminate your account if you violate these Terms, or if you fail to pay the applicable subscription fees.

9. Warranties and Disclaimers

Admicity is provided “as is” without any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. • We do not warrant that the service will be error-free or uninterrupted, nor do we guarantee any specific results from using the service.

10. Limitation of Liability

To the maximum extent permitted by law, We will not be liable for any indirect, consequential, or special damages, including but not limited to loss of data, revenue, or business opportunities, arising out of or in connection with your use of Admicity. Our total liability for any claims related to the service will not exceed the amount paid by You to Us during the twelve (12) months preceding the event that gave rise to the claim.

11. Indemnification

You agree to indemnify and hold Us harmless from any claims, damages, liabilities, and expenses (including legal fees) arising out of or in connection with your use of Admicity or your violation of these Terms.

12. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes arising from or related to these Terms will be resolved in the courts of England and Wales.

13. Changes to the Terms

We may update these Terms at any time. You will be notified of significant changes, and your continued use of Admicity constitutes acceptance of the updated Terms. By using Admicity, you acknowledge that you have read, understood, and agree to be bound by this EULA and these Terms & Conditions.