

i-Nucleus

Terms of Service

Version 2.0: These terms were last updated on 1st June 2020. They may be updated in the future and we'll post the new version here on our website.

What some words mean

So that we can be completely clear, here are some words we use which have specific meanings:

- "Account Holder" means a company which has an i-Nucleus account;
- "i-Nucleus account" means a current subscription to The Service;
- "The Service" means our i-Nucleus software which is accessed and used via our password protected website;
- "us", "we" and "our" refers to Sophis Educational Systems Limited, a company registered in England with registered number 11141353 and having its registered office at 183-189 The Vale, Acton, London W3 7RW, United Kingdom;
- "you" means you, the person who accesses and uses this website and/or The Service; and
- "your Data" means any data entered or uploaded by you while using The Service.

Creating and accessing an i-Nucleus account

How to apply: In order to access and use The Service, an i-Nucleus account must first be created. You can apply for an i-Nucleus account to be created by submitting your details on our "sign up" page or by creating an account via our mobile application.

Formation of a contract: If we accept an application for the creation of an i-Nucleus account, we will confirm this by email and at that point a legally binding contract will be created between the Account Holder and us. If you apply for an i-Nucleus account to be created, you must therefore ensure that you are authorised to enter into this contract for and on behalf of the Account Holder. The contract will be concluded in Account Holder's language and the provisions of these Terms of Service shall govern our agreement with the Account Holder and you.

If you become an i-Nucleus Account Holder because you have been referred to us by someone else, your contract for the use of the Service will be with us direct.

Errors in information you gave us: If you made any mistakes in the details you gave to us when applying for an i-Nucleus account (or that you gave to the third party who passed these details to us as part of a specific arrangement we have with them), these errors can

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be corrected by accessing The Service and using the "Edit" function on the "Company Details".

Refusal to create an account: We reserve the right, at our discretion, not to accept an application to create an i-Nucleus account. This may be due to technical constraints, because you or your business has been banned by us from using The Service or for any other reason. No charge will be made by us for declined applications.

How to access the account: You will not be able to access and use The Service without a username and password for an i-Nucleus account. There are two ways you can obtain these:

- Once an i-Nucleus account has been created, we will issue the initial user (whose details were provided to us when the account was applied for) with a username and password.
- Additional users can obtain their own usernames and passwords if the initial user accesses The Service and uses the "New User" function on the "Settings" page. (Some subscription packages may have limitations on the number of additional users which can be added - please check our Pricing Page for details.)

Your rights

Your rights: If the business you represent is an Account Holder and you are authorised by it to use The Service, we grant you a non-transferable, non-exclusive licence to use The Service in accordance with these Terms of Service.

Conditions: The above licence is strictly subject to compliance with these Terms of Service by you (and by the Account Holder whose i-Nucleus account you are accessing and by all other users of that i-Nucleus account.)

Your obligations

You must:

- only access an Account Holder's i-Nucleus account by using a password and username which that Account Holder authorises you to use;
- only use The Service on behalf of the Account Holder whose i-Nucleus account you are accessing and solely for operational purposes relating to that Account Holder's own business which are legal; and
- only upload to The Service, data that you have right or consent to do so (and for it to be used in accordance with our Privacy Policy).

You must not:

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- do anything which could reasonably be expected to damage, disable, overburden, or materially impair The Service or our website generally or which is likely to interfere with any other party's use or enjoyment of The Service;
- question or dispute our ownership of the intellectual property rights in The Service;

Security: The Account Holder is ultimately responsible for administering and safeguarding any passwords created to control access to its i-Nucleus account: please keep any password issued to you secure.

Paying for The Service

Subscription fee amount: A subscription fee for use of The Service is payable annually or monthly in advance by the Account Holder. The subscription rates are posted on our website and we may vary these from time to time: please see our Pricing Page for the rates in force. Prices on our website are quoted in UK pounds Sterling and in Euros and exclude VAT. If you change your subscription package in the future, the change in the subscription payment amount will take effect at the next billing cycle.

Free trials and beta trials: No charge for use of The Service will be made during any 'free trial' period or any 'beta trial' period. The Account Holder is not however entitled to benefit from more than one 'free trial' - if we discover that more than one 'free trial' has been requested, the Account Holder will become liable for payment of the subscription fee for all use of The Service made after the first 'free trial' period.

Automatic renewal: Once any 'free trial' or 'beta trial' period is over, we will automatically renew the Account Holder's subscription and bill them as instructed at setup (using the credit or debit card details provided to us) until the i-Nucleus account is closed.

Non-payment: We shall be under no obligation to provide The Service if the subscription fee (plus applicable VAT) is not paid to us on time. The Account Holder must ensure that we have complete and accurate billing and contact information throughout the subscription period, including the full name of the Account Holder, its business address, and a billing contact email address. If subscription fees become overdue, because for example the Account Holder's credit card has expired, we reserve the right to suspend your access to The Service until the balance is paid and we may close the Account Holder's i-Nucleus account permanently.

Fees for multiple accounts: If you would like to use The Service to manage more than one business, you will need to sign up for multiple accounts and pay the subscription fee charged by us for each additional i-Nucleus account.

Who owns what

Rights in your data: The Account Holder has sole responsibility for the accuracy and reliability of your Data. The Account Holder retains ownership of any copyright, trade marks, database rights and any other intellectual property rights it has in your Data (such as rights in its logo, for example). Intellectual property rights in your Data will not be transferred to us. We reserve the right to disclose your Data to law enforcement officials in the investigation of fraud or other alleged unlawful activities but otherwise we will only use your Data to provide The Service.

Rights in our software and our website: All copyright, database rights, trade marks and other intellectual property rights in The Service (including any such rights in our website) are either owned by or licensed to us and nothing in these Terms of Service shall transfer any ownership rights to you or to the Account Holder.

Third party features: All copyright, database rights, trade marks and other intellectual property rights in any external data sources or embedded third party services used in i-Nucleus are the intellectual property of the relevant third party provider.

Closing an i-Nucleus account

Cancellation by you: You can close the Account Holder's i-Nucleus account at any time by accessing The Service by emailing us or by using the "cancel my account" option on the "Account" page. No further subscription fees will be billed and no refund will be made of any subscription fees already billed and paid.

Suspension and closure by us: If you (or any other user of the Account Holder's i-Nucleus account) fails to abide by these Terms of Service, or if payment of the subscription fees is not paid on time, we reserve the right to suspend your access to The Service or permanently cancel the Account Holder's i-Nucleus account. If we withdraw access to The Service because these Terms of Service have been breached, no refund will be payable by us. We also reserve the right to close any i-Nucleus account (including during any 'free trial' or 'beta trial' period) for any reason, by giving one month's notice.

Disclaimer

IMPORTANT: This section restricts the extent to which we are liable for any losses which may be suffered in connection with your use of The Service. It also requires the Account Holder to compensate us for any loss we suffer as a result of your failure to comply with these Terms of Service.

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No guarantees: We make no guarantee that The Service will be suitable for your intended use, neither do we guarantee that it will be error-free, timely, reliable, entirely secure, virus-free or available, especially since we are dependent on the reliability of the Internet and your use of your own computer to access The Service. We will try to keep disruptions to a minimum but we may suspend The Service from time to time to carry out maintenance and support work and to investigate unauthorised use.

Exclusion of our liability: You use The Service entirely at your own risk. We do not restrict our liability (if any) for personal injury or death resulting from our negligence, for fraud committed by us or for any matter which it would be illegal to limit or to attempt to restrict. We exclude all other liability and responsibility for any amount or kind of loss or damage arising in connection with The Service (even if we have been advised of their possibility).

Limitation of our liability: Where we are not legally entitled to exclude our liability, our total liability for any loss or damage relating to The Service (or to our website generally) shall not exceed an amount equal to the subscription fees which the Account Holder has paid to us in the previous year (or the relevant third party on their behalf).

Liability to us: If you access The Service using a password created to control access to the Account Holder's i-Nucleus account, then the Account Holder shall be held liable for any reasonable costs and expenses incurred by us as a result of breach of these Terms of Service by you. Otherwise, you shall be personally be held liable for any reasonable costs and expenses incurred by us as a result of breach of these Terms of Service by you.

General legal matters

Entire agreement: These Terms of Service and our Privacy Policy describe the entire agreement between you, the Account Holder and us regarding The Service, and supersede any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of these Terms of Service.

Changes to this contract: We reserve the right to change these Terms of Service from time to time and therefore we may impose new or different terms and conditions on your use of The Service. These additional terms will be posted here on our website and will be effective from the Account Holder's next annual subscription. Therefore you should regularly review this page to check for changes to these Terms of Service. Your continued use of The Service will be deemed to constitute acceptance by the Account Holder of all of the new terms. These Terms of Service may not otherwise be changed without our written consent.

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Transfer of rights & obligations: We shall be entitled to transfer our rights and/or obligations under these Terms of Service to another party. Neither you nor the Account Holder may transfer any of your rights or obligations under these Terms of Service without our written consent.

Waiver and severability: If either you or we ignore any breach of these Terms of Service, it doesn't mean that any further breach cannot be enforced. Similarly, if any part of these Terms turn out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the agreement will still be binding.

Resolving disputes: These Terms of Service shall be governed by and interpreted in accordance with English law. If any party wants to take court proceedings in relation to The Service, it must do so in England, UK. You are responsible for compliance with any applicable laws of the country from which you use or otherwise access The Service.