



Terms of Service

Effective Date: 11th May 2018

Thank you for your interest in Airhead! Airhead is a web-based platform created by Airhead Education Ltd and designed to support the curation, organisation and sharing of digital resources within and between educational organisations such as schools, colleges and universities. Airhead integrates with a number of 3rd parties for the purpose of identity management including Microsoft Office 365, Google Apps, Facebook and Groupcall.

We invite you to access our websites and use our Service (as defined below), but please note that your invitation is subject to your review and agreement to certain terms and conditions. These terms and conditions are set out in this document, and in certain other policies, guidelines and other terms or conditions that may be presented to you from time to time at other locations in our web sites in connection with specific Service offerings (all of which may be updated from time to time and are collectively referred to as our “Terms of Service”).

If you are accepting these Terms of Service as a representative of an organisation, then the term “you” and “your” used throughout this document will refer both to you and any members of the organisation you represent on whose behalf you are accepting these Terms of Service. In this case, it is your responsibility to make sure that any members of your organisation who may use the Service understand the terms set out herein.

You need not accept this requirement to agree to our Terms of Service, but if you reject our Terms of Service you do not have any right to access or use our Service. If you do access our website and use our Service, your use shall be deemed to accept the Terms of Service and be a party to a legally binding contract with Airhead Education Ltd (“we”, “us” and “our”). You may also be required or elect to enter into a separate written agreement or click “accept” or “agree” to become a party to another contract with Airhead Education Ltd (a “Separate Agreement”), and these Terms of Service shall not be considered to supersede the specific contractual terms of the Separate Agreement. If there is any contradiction between the terms of the Separate Agreement and these Terms of Service, then the terms of the Separate Agreement shall take precedence over the contradictory terms in the Terms of Service with respect to the subject matter of such Separate Agreement.

You may wish to save a copy of these Terms of Service for your records. In any event, be sure to regularly check these Terms of Service for any updates or other changes, which shall be legally binding upon you when we post them, whether or not we provide you any other notice of such changes. The applicable Terms of Service will be posted at <http://airhead.io> and / or <http://www.airhead-education.com> and we will indicate the effective date of each update at the top of the Terms of Service. Your continued use of the Service after any update will be deemed to represent your consent to be bound by, and agreement with, the new Terms of Service.

Airhead Education Ltd is registered with the [Information Commissioner's Office](#), registration number ZA148188. Please also read our [Privacy Policy](#) and [Data Processing Agreement](#).

1. Service Description

Our Service consists of products, apps, extensions, add-ons, computer programs, widgets, services and web sites hosted or made available by Airhead Education Ltd, which you may use for finding, managing, creating, aggregating, organising, storing, synchronising and sharing web resources on multiple computer and network platforms, now known or hereafter developed (collectively, the "Service").

2. Use of Service

Subject to these terms and conditions ("Terms of Service"), Airhead Education Ltd grants you or the organisation you represent a limited, non-exclusive license to utilise the Service so long as (i) you are of legal age to form a binding contract and (ii) you are not barred from receiving the Service under the laws of the United Kingdom. In order to access and/or use the Service, you may be required to provide current, accurate, identification, contact and other information as part of the registration process and/or continued use of the Service, and you will be responsible for maintaining the accuracy and completeness of such information. You may also be provided with an account, username, password and/or an email address to access or use the Service, or to enable another to access, use and modify the Service. You are responsible for maintaining the confidentiality of your Account Information and, accordingly, will be fully responsible for all activities that occur under your account, including activities of others to whom you have provided your Account Information. You agree to immediately notify Airhead Education Ltd of any unauthorised use of your Account Information, account or any other breach of security. We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account Information secure.

You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

3. User Conduct

You acknowledge and agree that all information, data, text, images, software, sounds, graphics, video, messages, tags and other materials, in whatever form and technical structure, whether publicly posted or privately transmitted or stored using the Service ("Content"), are the sole responsibility of the person(s) originating such Content and introducing such Content into the Service. We reserve the right, but shall have no obligation, to pre-screen, reject, review, quarantine, delete or move any Content available with the Service, without obligation to any person or organisation.

You agree that you are responsible for your own conduct and all conduct under your account or organisation, and all Content that is created, transmitted, stored or displayed by anyone using your Account Information with the Service and for any consequences arising as a result thereof. You agree to use the Service only for purposes that are legal, proper and in accordance with these Terms of Service and any Separate Agreements, and all applicable laws and regulations in the relevant legal jurisdictions (including, without limitation, laws and regulations relating to the recording of audio, copyright laws, privacy laws and the storage and transmission of data and technology). Without limiting the foregoing, you shall be deemed to represent and warrant to Airhead Education Ltd that you have the unfettered legal rights and authority to permit you or your organisation to submit your Content to Airhead Education Ltd in connection with your use of the Service, and such submission and the grant to Airhead Education Ltd of the rights you grant herein in connection with Airhead Education Ltd's offering and operation of the Service does not infringe the rights of any person or third party.

Please ensure that you are mindful of the legal rights of others in copyrightable works, trademarks and service marks and their individual privacy, and do not reproduce or upload or publish Content that will violate their rights or subject you to legal liability. Airhead Education Ltd cannot and will not provide you legal or other advice on these issues, but will act in accordance with applicable law and in the best interests of Airhead Education Ltd and, in its discretion, the interests of those who use the Service. There are many legal reference sites available to you on the Internet and we encourage you to obtain advice from a lawyer familiar with such issues if you are unsure of your rights to upload, distribute or publish any Content.

By submitting to Airhead Education Ltd any ideas, suggestions, documents and/or proposals through the “Feedback” interface or otherwise, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Airhead Education Ltd is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Airhead Education Ltd shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Airhead Education Ltd may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Airhead Education Ltd without any obligation of Airhead Education Ltd to you; and (f) you are not entitled to any accounting, compensation or reimbursement of any kind from Airhead Education Ltd under any circumstances.

Both you and any member of the organisation you represent further agree to NOT:

- A. use our Service for illegal purposes or for promotion of dangerous activities;
- B. impersonate any person or entity, including, but not limited to, an Airhead Education Ltd staff member, or falsely state or otherwise misrepresent your affiliation with Airhead Education Ltd or any other person or entity;
- C. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- D. upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- E. upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- F. upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation;
- G. upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- H. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected or applicable to the Service;
- I. violate any applicable local, national or international law;
- J. “stalk” or otherwise harass another person or company, or take any action invasive to another’s privacy (by posting, for example, another’s photograph, address, email, phone number or any other contact information) without permission from such other person;
- K. collect or store personal data about other users for commercial purposes;
- L. promote or provide instructional information about illegal activities, promote physical harm or injury against any government, legal entity, group or individual, or promote any act of cruelty to animals, including, but not limited to, providing instructions on how to assemble explosive device or other weapons or incendiary devices;
- M. allow usage by others in such a way as to violate these Terms of Service;
- N. engage in commercial activities within the Service or on behalf of Airhead Education Ltd without prior approval, including but not limited to the following activities:
 - a. displaying a banner that is designed to profit you or any other business or organisation; or
 - b. displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their web sites;
- O. solicit passwords or personal identifying information for unintended, commercial or unlawful purposes from other users;
- P. exceed the scope of the Service that you have signed up for, for example, accessing and using features that you do not have a right to use or deleting, adding to or otherwise changing another person’s entries or other content when you have not been granted the right to do so;
- Q. access (or attempt to access) any of the Service by any means other than through the interface that is provided by Airhead Education Ltd (unless you have been specifically allowed to do so in a Separate Agreement), or access

(or attempt to access) any of the Service through any automated means (including use of scripts, web crawlers or the like) or otherwise engage the Service in a manner reasonably likely to be harmful to the systems operating the Service or the access or use of the Service by others;

- R. reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Service (unless you have been specifically allowed to do so in a Separate Agreement);
- S. upload or display content that contains nudity, sexually graphic material, or material that is otherwise deemed explicit by Airhead Education Ltd or is threatening, abusive, harassing, defamatory, libellous, invasive, hateful, or racially, ethnically or otherwise objectionable.

If you encounter any of these prohibited uses, you may use the Contact Form at <http://airhead.io> or <http://www.airhead-education.com> and follow the instructions to submit the appropriate information to Airhead Education Ltd.

You understand that, notwithstanding our efforts and these Terms of Service, you may be exposed to offensive, indecent or objectionable Content when using the Service, and, accordingly, you use the Service at your own risk. There are commercially available services and software to limit access to material that you may find objectionable. We may, but shall have no obligation, to provide such services and software, or enable such services or software to work with the Service.

4. Privacy Policy

Our Privacy Policy and our Data Processing Agreement are published at <http://airhead.io>. By using the Service, you acknowledge, accept and agree with all provisions of both the Privacy Policy and the Data Processing Agreement.

5. Proprietary Rights, Licenses and Limitations

Airhead Education Ltd Education's Rights

You acknowledge and agree that Airhead Education Ltd (and any licensors to Airhead Education Ltd) own(s) all legal rights, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service that is either hosted on our servers or deployed by you or a third party to enable access to Content originating at another party's web site, and all intellectual property rights therein (whether registered or not and wherever existing in the world). You further acknowledge and agree that the rights in the Service, including all intellectual

property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms of Service and any Separate Agreement. Except for the limited license rights specifically granted to you in these Terms of Service (and any rights expressly granted to you in a Separate Agreement), Airhead Education Ltd and its suppliers own and shall retain all rights, title and interests, including, without limitation, intellectual property rights, in and to the Service and all Software utilised therein (and all copies thereof and related materials that are delivered or made available to you with the Service).

Your Rights

Airhead Education Ltd acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms of Service in or to any Content that you submit, post, store, transmit or display on, or through, the Service, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You agree that you are solely responsible for protecting and enforcing those rights and that Airhead Education Ltd has no obligation to do so on your behalf.

6. Service Components

We retain the right, at our sole discretion but within the terms of any Separate Agreement we may have agreed separately, to implement limits to the nature or size of storage available to you, the number of transmissions and email messages, the nature or size of any index or library information, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. You acknowledge that a variety of Airhead Education Ltd actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that Airhead Education Ltd has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content.

Airhead Education Ltd may from time to time engage certain contractors or other third parties to provide all or part of the Service to you, and you hereby acknowledge and agree that such third party involvement is acceptable. Further, you acknowledge that in using the Service to send electronic communications (including but not limited to email and uploading Content, and other Internet activities), you will be causing communications to be sent through computer networks owned by Airhead Education Ltd and third parties that are located in California and other locations in the United States and other countries and that, as a result, your use of the Service will likely result in interstate data transmissions. You understand that Airhead Education Ltd, in

performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

Airhead Education Ltd may from time to time include as part of the Service computer software supplied by third parties which is utilised by permission of the respective licensors and/or copyright holders on the terms provided by such parties. Airhead Education Ltd expressly disclaims any warranty or other assurance to you regarding such third party software.

7. Modifications

We reserve the right at any time and at our sole discretion, but within the terms of any Separate Agreement we may have agreed, separately to modify or discontinue, temporarily or permanently, the Service or any part thereof, with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service. In connection with any modification of the Service, Airhead Education Ltd may automatically download and install software updates from time to time with the intention of improving, enhancing, repairing and/or further developing the Service, and you agree to permit Airhead Education Ltd to deliver these to you (and you to receive them) as part of your use of the Service.

8. Termination

You may discontinue your use of the Service at any time, for any or no reason and with or without notice except if otherwise bound by separate Contract. Airhead Education Ltd may also terminate the Service, or your access to or use of the Service or your account, with or without notice. Reasons for Airhead Education Ltd terminating your account or the Service include, without limitation:

- A. breach or violation of these Terms of Service or any Separate Agreement,
- B. your request or self-effecting account deletion,
- C. an extended period of inactivity (determined at our sole discretion),
- D. your non-payment of any fees or other sums due Airhead Education Ltd or any other party related to your use of the Service,
- E. requests by law enforcement or other government agencies,

- F. the discontinuance or material modification to the Service (or any part thereof), or
- G. unexpected technical or security issues or problems. In the event of any termination, we will close your account and you will no longer be able to retrieve Content contained in that account or otherwise use the Service.

9. Links

We include the use of third party resources and/or links to third party websites as part of the Service. We have no control over such sites and resources and, accordingly, you acknowledge and agree that (a) we are not responsible for the availability of such external sites or resources; (b) we do not endorse and are not responsible or liable for any content or other materials available from such sites or resources and (c) we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content or materials available on or through any such site or resource.

10. Indemnity

You agree to indemnify and hold Airhead Education Ltd, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Service, any violation of these Terms of Service or any other actions connected with your use of the Service (including all actions taken under your account). In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

11. Disclaimer of Warranties

You expressly understand and agree that:

- A. Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, Airhead Education Ltd expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties

and conditions of merchantability, fitness for a particular purpose and non-infringement.

- B. Airhead Education Ltd does not warrant that (i) the service will meet all of your requirements; (ii) the service will be uninterrupted, timely, secure or error-free; or (iii) errors in the software will be corrected.
- C. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer or other device or loss of data that results from the download of any such material.
- D. No advice or information, whether oral or written, obtained by you from Airhead Education Ltd or through or from the service shall create any warranty not expressly stated in these terms of service.

12. Limitation of Liability

You expressly understand and agree that Airhead Education Ltd, its subsidiaries, affiliates and licensors, and their respective officers, employees, agents, shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, cover or other intangible losses (even if Airhead Education Ltd has been advised of the possibility of such damages) resulting from:

- A. The use or the inability to use the service;
- B. The cost of procurement of substitute goods and services resulting from any goods, data, information or service purchased or obtained or messages received or transactions entered into through or from the service;
- C. Unauthorised access to or the loss, corruption or alteration of your transmissions, content or data;
- D. Statements or conduct of any third party on or using the service;
- E. Airhead Education Ltd's actions or omissions in reliance upon your Account Information and any changes thereto or notices received therefrom;
- F. Your failure to protect the confidentiality of any passwords or access rights to your Account Information;

- G. The acts or omissions of any third party using the service;
- H. The termination of your account in accordance with these terms of service; or
- I. Any other matter relating to the service.

13. Exclusions and Limitations

Nothing in this agreement is intended to exclude or limit any condition, warranty, right or liability that may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those limitations in sections 13 and 14 that are lawful in your jurisdiction (if any) will apply to you and our liability will be limited to the maximum extent permitted by the law.

14. Notices

You agree that we may provide you with notices hereunder by email, regular mail or postings on the web site(s) related to the affected Service, in our discretion, and that we may rely upon the contact information you have provided as being accurate, complete and current.

Except where these Terms of Service or any Separate Agreement specifically provide for use of a different means or address for notice, any notice hereunder to Airhead Education Ltd must be delivered by email to team@airhead-education.com. This email address may be updated as part of any update to these Terms of Service.

15. General Terms

- A. These Terms of Service constitute the entire agreement between you and Airhead Education Ltd and governs your use of the Service, except, and then only to the extent that you have entered into a Separate Agreement. These Terms of Service, as in effect from time to time, supersede any prior agreements or earlier versions of these Terms of Service between you and Airhead Education Ltd for the use of the Service. If, through accessing or using the Service, you utilise or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and these Terms of Service shall not affect your legal relationship with such third party.

- B. You acknowledge and agree that each affiliate of Airhead Education Ltd shall be a third party beneficiary to these Terms of Service and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms of Service which confers a benefit on (or provides rights in favour of) them. Other than this, no other person or company shall be a third party beneficiary to these Terms of Service.
- C. These Terms of Service and the relationship between you and Airhead Education Ltd shall be governed by the laws of England and Wales without regard to its conflict of law provisions. You and Airhead Education Ltd agree to submit to the personal and exclusive jurisdiction of the courts located within England and Wales. Notwithstanding this, you agree that Airhead Education Ltd shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any applicable jurisdiction.
- D. The failure or delay by Airhead Education Ltd to exercise or enforce any right or provision of these Terms of Service or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.
- E. You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of or related to use of the Service or otherwise under these Terms of Service must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.
- F. The section headings in these Terms of Service are for convenience only and have no legal or contractual effect.