

Terms and Conditions of use for www.guroo.co.uk and associated websites

Please read this Agreement (“Agreement”) carefully as it governs your use of the website www.guroo.co.uk, other websites operated by the Company excluding www.myguroo.co.uk which has it’s own set of terms and conditions and all downloads, software and content supplied by the Company (the "Service"). By continuing to use the Service irrespective of whether it is a free trial or fully paid licence, you are agreeing to the terms that appear below.

These terms take effect immediately on your first use of the Service and apply whenever you access the Service on whatever device and from any location. If you are under 18, you should ask your parents to check these terms. If you do not agree to be bound by these terms please do not access and/or use the Service. In respect of any licenced or subscription services or third party Service to which you link through this Service, specific terms and conditions for each Service will prevail over this Agreement.

We have tried to make these terms and conditions as easy to read as possible but if you have any comments or questions, please contact us on gurooinfo@forskills.co.uk or telephone 0191 305 5045.

Our office address is The eVolve Centre, Rainton Bridge Business Park, Cygnet Way, Houghton le Spring, DH4 5QY Tel 0191 305 5045 Fax 0191 305 5481 Email gurooinfo@forskills.co.uk

Registered Office Mansfield i-Centre, Hamilton Way, Mansfield, NG18 5BR

Senior Director Jonathan Wells, address as above.

Registered in England 5801467 VAT No 889 0334 88

1. Provision of Service

1.1

The Service is owned and operated by Guroo Limited (company number 5801467), a wholly owned subsidiary of ForSkills Ltd (company number 05440652) whose registered office is at i-Centre, Hamilton Way, Mansfield, NG18 5BR ("Guroo").

1.2

The Service is intended for use by “Organisations” such as Schools, Colleges, Private Training Providers, the teaching and learning support staff employed or contracted to those Organisations and the students, learners or apprentices who are studying at those Organisations.

2. Limited Rights to Use Content

2.1

You may only use the Service whilst you or the Organisation is a current licensee or subscriber. If your subscription or licence lapses, you fail to make payment, you do not renew or you cancel, you are expressly forbidden to use the Service or any part of the Service that has previously been supplied to you on paper or downloaded by you for electronic or on-line use. You must return all

documents, ID's, site codes to the Company on request of the Company and at the Company's expenses and provide an undertaking not to use or allow the use of the Service.

2.2

All material displayed on the Service ("Content") belongs to Guroo or its licensors. You may retrieve and display the Content on a computer screen, print individual pages on paper and store such pages in electronic form on disk (but not on any server or other storage device connected to an external network) for your own personal, educational, non-commercial purposes.

2.3

You may not (without prior written permission from Guroo): redistribute any of the Content or supply it to other people (including by using it as part of any library, archive or similar service); remove the copyright or trade mark notice from any copies of Content made under this Agreement; create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content; except as expressly set out above, modify, reproduce or in any way commercially exploit any of the Content.

2.4

You acknowledge that the names, images and logos identifying Guroo and other third parties and their products and services are subject to design rights and trade marks of Guroo and other third parties and that you may not use them without written permission.

2.5

Where you use the Service outside the limits described herein, Guroo will be entitled to charge you an amount that is the current published list price for a licence for your type of Organisation to include all staff and students that could access (whether or not they did access) the site and will additionally be able to claim further damages if use persists outside of these terms and conditions. This means that Guroo will be entitled to compensation as though you had bought access to the Service for all staff and students at the currently published list price.

2.6

For the avoidance of doubt where an Organisation or any of its staff or contractors working on behalf of the Organisation chooses to use Services under a free trial, all use of the service must end at the end of the trial period and you must return all documents, downloaded materials, ID's, site codes to the Company on request of the Company and at your expense and provide an undertaking not to use or allow the use of the Service by any staff, contractor or student at the Organisation.

2.7

For the avoidance of doubt where an Organisation or any of its staff or contractors working on behalf of the Organisation chooses to use Services after a licence has ended, all use of the service must end at the end of the licence period and you must return all documents, downloaded materials, ID's, site codes to the Company on request of the Company and at your expense and provide an undertaking not to use or allow the use of the Service by any staff, contractor or student at the Organisation.

2.8

For the avoidance of doubt where an Organisation or any of its staff or contractors working on behalf of the Organisation chooses to use Services under a free trial, and then continues to use the Service after the trial period has ended, then Guroo is entitled to claim compensation and damages and clause 2.5 would apply.

2.9

For the avoidance of doubt where an Organisation or any of its staff or contractors working on behalf of the Organisation chooses to use Services after the licence has ended, then Guroo is entitled to claim compensation and damages and clause 2.5 would apply.

2.10

An Organisation is limited to using one free trial period in 12 months. Where an Organisation wishes to have a second trial period in any 12 month period, an authorised representative of the Organisation should contact Guroo to discuss the request.

2.11

Each separate user, whether tutor or learner class, is required to have a separate user licence which stays with that user whilst they are members or learners of the Organisation. In exceptional circumstances, for example but not limited to marriage, adoption, change of parent/guardian, names changes are allowed and this facility is provided in the admin system. For the avoidance of doubt where an Organisation or any of its staff or contractors working on behalf of the Organisation chooses to use Services by changing names, then Guroo is entitled to claim compensation and damages and clause 2.5 would apply.

3. Participation

3.1

The Service may include bulletin boards, discussion groups and other public areas that allow feedback to Guroo and interaction between users. The opinions, advice and statements contained in messages posted on the Service ("Messages") are those of the Users and not Guroo. Where Users can post Messages there will be a hyperlink to terms which help control the content. Guroo reserves the right to delete, move and edit any material submitted. You are solely responsible for the material you submit to the Service and by submitting any material you agree that you will not submit any material that: advertises or promotes any goods or services; reveals any confidential or sensitive information; contains or links to any unlawful, threatening, abusive, libellous, indecent or otherwise illegal material; contains any material which you do not have permission to use (including material which may be protected by copyright, trade marks, database right or any other form of intellectual property right); contains viruses or any other components with harmful or contaminating properties which may affect the Service or any equipment connected to it; or disguises your identity or impersonates any person.

3.2

Where you are invited to submit any contribution to the Service (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant Guroo a perpetual, royalty-free, non-exclusive, sub-licensable right to use, reproduce, modify and distribute your contribution worldwide in any media. If you do not want to grant Guroo the rights set out above, please do not submit your contribution to the Service.

3.3

The Service may contain material submitted by users over whom Guroo has no control. Guroo cannot guarantee the accuracy, integrity or quality of any such material. Some Users may breach these terms and post material that is misleading, untrue or offensive - you must bear all risk associated with your viewing of such material.

3.4

Copyright in any software that is made available for download for the participation in the Service ("Software") belongs to Guroo or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software. Certain promotions and areas on the Service may also be subject to additional terms of use which will be made available clearly by hyperlink - you must comply with all such terms.

4. Limited Warranties

4.1

Guroo will use its reasonable skill and care in making the Service available to you and in ensuring its continuing availability. However, because of the number of sources from which Guroo obtains the Content and because of the nature of the Internet and computer software and hardware, Guroo does not give you any other warranties. In particular, you should not take the accuracy or availability of the information for granted and Guroo makes no warranty that the Service is free from infection by viruses or anything else that has contaminating or destructive properties. All implied warranties are excluded from this Agreement to the extent that they must be excluded as a matter of law.

5. Limitation of Liability

5.1

In respect of the Content which is available on the Service, Guroo will use its reasonable endeavours to resolve faults but you agree that Guroo will not be liable for any losses you may incur as a result of your use or non-use of that Content. Terms and conditions of any subscription service or third party Service will prevail over this Agreement.

5.2

Except where we have expressly agreed otherwise, neither you nor Guroo will be responsible for any losses that the other suffers as a result of a breach of this Agreement except those losses which are a foreseeable consequence of the breach. Neither party will be responsible for indirect losses

which happen as a side-effect of the main loss or damage and which are not foreseeable by Guroo and you (such as loss of profits or loss of data).

5.3

Notwithstanding the above provisions of this clause 5, Guroo's liability will not be limited in the case of death or personal injury directly caused by Guroo's negligence.

6. Privacy Policy

6.1

Any information that you provide about yourself to Guroo will only be used by Guroo in accordance with its Student Data Policy. Please read the Student Data Policy carefully and if you have any questions please contact us.

7. Changes

7.1

Guroo is continually seeking to improve the Service and services offered. Guroo reserves the right, at its discretion, to make changes to any part of the Service.

7.2

Guroo may change or add to this Agreement as a result of its policy of updating and improving the Service or for security, legal or regulatory reasons. Guroo will post any changes or additions to this Agreement online. If you do not agree to be bound by those changes, you should not access and/or use the Service any further. For changes to terms and conditions for any subscription service or third party Service, please refer to the individual Service for updates and amendments to their terms and conditions.

8. Links and Cookies

8.1

The Service may contain links to other Services and resources, either directly or through frames and, where possible, Guroo will make clear where such links are being made. Where independent third parties provide these Services Guroo is not responsible and shall not be liable for the availability or content of these outside resources. Where Guroo provides these Services, specific terms and conditions for each Service will prevail over this Agreement. Guroo is not responsible for the contents of any Service linking to Guroo.

8.2

This Service uses Cookies to track user interaction with the Service. Cookies are files saved by the web browser on your computer. Each file consists of a small piece of text and is linked to the website it relates to. We use cookies on the Guroo website to track usage, for reporting statistics and to help improve our services. The statistics track information such as scores in quizzes, referral

information and the most-frequently visited pages and how long they were displayed. The statistics are only used to improve our Service and the information will not be spread outside Guroo.

9. Third party material

9.1

We reserve the right to use advertising material on the Service. You may see advertising material submitted by third parties on the Service. Individual advertisers are solely responsible for the content of advertising material which they submit to us, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein.

10. General

10.1

There is no specific time limit applying to your access and use. However, Guroo reserves the right to suspend or terminate your access and use of the Service at any time if we suspect you may be breaking this Terms and Conditions. Guroo reserves the right to suspend or terminate your access and use of the Service at any time if your use appears to be excessive. It may exercise the right with or without notice.

10.2

You may not transfer any of your rights under these Terms and Conditions to any other person. No consent should be required for an assignment or transfer of Guroo's rights and obligations under these Terms to any entity within its Group. "**Group**" shall mean the companies controlling, controlled by or in current control with Guroo.

10.3

If you breach this Agreement and Guroo chooses to ignore this, Guroo will still be entitled to use its rights and remedies at a later date or in any other situation where you breach this Agreement.

10.4

A person who is not party to this Agreement shall have no right to enforce any of its terms.

10.5

We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so under English law within the United Kingdom.

10.6

Headings in this Agreement are for convenience only and will have no legal meaning or effect. Last update to this Agreement was on 28th April 2016 replacing the previous document dated 18th April 2013.