

**TERMS AND CONDITIONS OF USE AND SERVICE
OF HOMECONTACT.CO.UK**

- 'You', 'Your' and 'Yours' are references to any person(s) accessing the Website/Services, including but not limited to, subscribers, visitors and end-users;
- 'We', 'Our' and 'Us' are references to HOMECONTACT ("homecontact.co.uk");
- 'User' and 'End-user' is reference to any persons authorised by an Subscriber to access to or use of the Website/Services;
- 'Subscriber' and 'Subscribers' are references to any entity, who have registered, applied or paid for subscription to access to and have use of the Website/Services;
- Homecontact.co.uk is reference to the website and system;
- HOMECONTACT is reference to the site owner, situated at HOMECONTACT, PO Box 301, Hertfordshire, EN11 8LD. This being the address for service of any notice by any Subscriber.

These terms constitute the entire agreement and understanding between you and HOMECONTACT in relation to the subject matter. If you do not agree to these terms, you may not use this site, or the services provided within it.

Who We Are

HOMECONTACT is a service provider using modern technology via the Internet to facilitate communication between Schools, Youth Groups (hereinafter "Subscribers") and the like to their respective end-users, such as Parents (hereinafter "end-users")

For the avoidance of doubt, in respect of Subscribers, your contract will be with HOMECONTACT who retain ultimate control and reserve all rights whether to grant endusers any access to and use of homecontact.co.uk. Furthermore, HOMECONTACT do not accept any agreement with or enter into any contract with any end-users, save where the terms in this Terms of Use and Service shall prevail.

In the first instance, end-users should contact the Subscriber that has granted any rights of access to and use of homecontact.co.uk

1. ACCEPTANCE OF TERMS

1.1 Your access to and use of homecontact.co.uk ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions.

By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

2. THE SERVICES

- 2.1 The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.
- 2.2 The Website/Services may include but is not limited to the placement of advertisements, which are subject to our Terms of Advertising and Terms of Business.

3. NO OFFERS

- 3.1 Neither the information, advertisement nor any opinion contained in our website or email constitutes an offer to sell or solicitation or an offer to buy any services or any advice or recommendation with respect to such services.

4. CHILD SUPERVISION

- 4.1 We are concerned about the safety and privacy of our end-users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use.
- 4.2 By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

5. DATA PROTECTION AND PRIVACY POLICY

- 5.1 We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our end-users and maintaining the security of any personal information received from you.
- 5.2 If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.
- 5.3 We use a technology called "cookies" as part of our normal business procedure to track patterns of behaviour of visitors to the Website. A cookie is an element of data that the Website sends to your browser that is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings.
- 5.4 We are registered under the Data Protection Act 1998 with the Information Commissioners Office as HomeContact (homecontact.co.uk) Registration No. Z9824774.

6. END-USER ACCOUNT, PASSWORD AND SECURITY

- 6.1 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service.
- 6.2 You are responsible for maintaining the confidentiality of the username and password

and also for all activities, which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.

- 6.3 In no event will HOMECONTACT be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another user's account at any time, without the express permission of the Subscriber, or where you are the Subscriber, not use another Subscriber's account without the permission of HOMECONTACT

7. ACCEPTABLE USE

- 7.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent.

- 7.2 HOMECONTACT will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

- 7.3 In using the Website/Services you agree not to:

- 7.3.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

- 7.3.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

- 7.3.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

- 7.3.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

- 7.3.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

- 7.3.6 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;

- 7.3.7 collect or store personal information about others, including email addresses, except where the website so permits;

- 7.3.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

- 7.3.9 impersonate any person or entity for the purpose of misleading others;

- 7.3.10 violate any applicable laws or regulations;
 - 7.3.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
 - 7.3.12 use the Website/Services to exceed any limitations set out in the Fair Use Policy currently in force, or knowingly, recklessly or negligently cause, or contribute to any breach of the same;
 - 7.3.13 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
 - 7.3.14 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- 7.4 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

8. OTHER TERMS AND CONDITIONS

- 8.1 By using the Website/Services you acknowledge that other or additional terms and conditions may apply, including but not limited to our terms of business and any other terms and conditions by third parties, which you further acknowledge is beyond our control and indemnify HOMECONTACT.

9. SUSPENSION, TRANSFER AND TERMINATION

- 9.1 We have the right to terminate or suspend your access to any or all of the Services at any time, without notice, for any reason, including without limitation, any access to and use of any accounts, or any access and use by any end-users, for any period determined by HOMECONTACT, where:
- 9.1.1 An outstanding debt, of any amount, remains unpaid, or under dispute;
 - 9.1.2 Any chargeback is made on any credit or debit card;
 - 9.1.3 Any bill of exchange (including Postal Orders and Bankers Draft) is dishonoured, for whatever reason;
 - 9.1.4 The account is inactive for a period of thirty days or more;
 - 9.1.5 Any suspension is required to enable compliance with any terms of this Agreement;
 - 9.1.6 There has been a breach of any terms of this Agreement.
- 9.2 We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to or use of the Website/Services.

- 9.3 HOMECONTACT reserves the right to transfer any account and/or end-user under the control of any Subscriber back to HOMECONTACT where:
- 9.3.1 The Subscriber's account has remained inactive for more than thirty days, or;
 - 9.3.2 The Subscriber's account is suspended or terminated for any reason;
 - 9.3.3. The end-user has made a written request to HOMECONTACT for the end-user's account to be transferred and be placed under the control of HOMECONTACT, or another Subscriber.
- 9.4 Any end-user may request at any time in writing to transfer their access account to an alternative active Subscriber, subject to a written acceptance from HOMECONTACT. The Subscriber and the end-user acknowledge that upon transferring an account, both transferor and transferee may lose any entitlements to any promotion, privileges, or other benefit in force at the time of transfer. Any continued entitlement and transfer of the same remains at the sole discretion of HOMECONTACT.
- 9.5 In the event of termination, by either party to this Agreement, for whatever reason, HOMECONTACT reserve the right to transfer any Subscriber and/or end-user to a new Subscriber and enter into a new agreement directly with HOMECONTACT.

10. LINKS TO THIRD PARTY WEBSITES

- 10.1 The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that HOMECONTACT is not responsible for the content or availability of any such sites.

11. INTERNATIONAL USE

- 11.1 You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws.
- 12.2 In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use, save where commercial use has been expressly permitted. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.
- 12.3 HOMECONTACT does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

13. INDEMNITY

- 13.1 You agree to indemnify and hold HOMECONTACT harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against HOMECONTACT by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by HOMECONTACT in consequence of your breach of these Terms and Conditions.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

- 14.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 14.2 To the extent permitted by law, HOMECONTACT will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services, including but not limited to any loss or damage arising from any advertisements.
- 14.3 HOMECONTACT makes no warranty that the Website/Services will meet your requirements, that Content will be accurate (including but not limited to any legal advice) or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
- 14.4 Messages including email sent over the Internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. HOMECONTACT are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message or email sent by you to HOMECONTACT or any message or email sent by HOMECONTACT to you over the Internet.
- 14.5 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of HOMECONTACT for death or personal injury as a result of the negligence of HOMECONTACT.
- 14.6 Any reference to HOMECONTACT in these Terms and Conditions shall include HOMECONTACT.
- 14.7 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer. For the avoidance of doubt, all Subscribers are not deemed consumers according to legislation currently in force.

15. SUBSCRIPTIONS AND REFUNDS

- 15.1 Upon an acceptance by HOMECONTACT as a Subscriber of the Website/Services, the Subscriber may:
- 15.1.1 Immediately subscribe to the service on an annual basis at the published rate at the time of applying for subscription, using a valid credit or debit card (where available) or upon demand by Invoice, payment by cheque or bankers draft to clear within thirty days of

registration or date of Invoice, whichever the sooner;

- 15.1.2 Receive any discount as part of a special promotion at the time of applying for subscription, or renewal of the same;
- 15.1.3 The Subscriber further acknowledges that any promotion is subject to any additional terms and conditions of that promotion and HOMECONTACT reserve the right to withdraw any promotion at any time for any reason without notice.
- 15.2 Upon the opening of an account, the Subscriber may be required to input any subscription details to fully activate the subscription, including but not limited to credit or debit card details.
- 15.3 The Subscriber acknowledges that by entering and storing the details of a credit or debit card the Subscriber agrees for such details to be securely stored and for the stored credit or debit card to be debited on confirmation of each transaction made in the Subscribers account.
- 15.4 In the event of non-payment of any sums due, howsoever accrued, the Subscriber agree for HOMECONTACT to debit any amounts due from the stored credit or debit card when such amounts fall due, or any time thereafter.
- 15.5 The Subscriber further acknowledge that any payments made by credit or debit card is subject to any additional terms and conditions of the payment processor and any payment will constitute an acceptance of those terms.
- 15.6 The Subscriber acknowledges that no refunds of subscriptions will be made, at any time, to any Subscriber, immediately upon grant of access to the Service. Thereafter all subscriptions fees will become due, whether the Subscriber has received the Invoice, or not.

16. MISCELLANEOUS

- 16.1 If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.
- 16.2 HOMECONTACT reserve the right to make any variation to this Agreement with immediate effect and the Subscriber acknowledge and accept the variation by notice on the Website. The Subscriber further acknowledge that each access and use (whether continuous or not) of the Website/Service will constitute an acceptance of any terms in this Agreement, whether varied or not.
- 16.3 No failure, delay, relaxation or forbearance on the part of either party in exercising any power or right under this Agreement shall operate as a waiver of such power or right or of any other power or right.
- 16.4 This Agreement and any rights granted pursuant to this Agreement are personal to the Subscriber and except where permitted above the Subscriber shall not assign the benefit of or any interest or obligation under this Agreement.
- 16.5 Apart from HOMECONTACT's subscribers and authorised suppliers, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement. The consent of any

third party is not required for any variation (including any release or compromise of any liability under this Agreement) or termination of this Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with English law and not by the 1980 U. N. Convention on Contracts for the International Sale of Goods. If this Agreement has been translated into a language which is not English and a dispute arises as to the meaning or translation of any term of this Agreement, the interpretation of the English version shall prevail. The parties agree to submit to the exclusive jurisdiction of the English Courts.