

TERMS OF SERVICE

All new and existing customers should carefully read this document as it is our Terms and Conditions of Use (the “Terms”) (as updated from time to time). The Terms define our relationship with you as you interact with our services. Understanding the Terms is important because, to use our services you must accept these terms and by acceptance of our invoice and payment of the same, you are taken to have accepted these terms. As this document has been sent to you digitally, we encourage you to download this document for future reference which is available [here](#).

1. Interpretation

In this Agreement:

- 1.1. a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2. a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;
- 1.3. a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.4. a reference to a gender includes each other gender;
- 1.5. words in the singular include the plural and vice versa;
- 1.6. any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.7. the background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- 1.8. a reference to legislation is a reference to that legislation as in force as at the date of this Agreement.

1. Service Provider

The Service Provider is Health and Education Co-operative Ltd (hereafter either referred to as the Service Provider or H&E Co-op), a Registered Society in the United Kingdom and recorded at Companies House under company number IP031867, c/o Saint and Co, Wavel Drive, Carlisle, CA1 2SA

Our Services

- Online learning platforms, resources, courses and examination
- Application form platforms

2. Agreement Scope

This Agreement sets out the terms conditions in place between you The Customer (referred to herein as “You” or the “User”) and the Service Provider, and also covers and includes products provided under the brand SN@P Assessment & Education, (SN@P) as operated by H&E Co-op, under which You (and your nominated employees/students) may use the website (services) located at **www.snap-ae.com** and **healthVLE.co.uk** (the “Website”). You are responsible, and by acceptance of these terms acknowledge your responsibility for, your nominated students’ and employees’ compliance with the Terms when using the Website.

This Agreement sets out the terms and conditions under which You and your nominated students’ and employees’ may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software including the Product and code (collectively, the “Content”). For the purpose of this Agreement, the word “Product” means all products offered and/or procured on the Website and includes but is not limited to any and all offered and/or procured SN@P or HealthVLE products and courseware, available on the Website, including any related software, information, publications or documentation made available through the Website under this Agreement.

3. License

In the Terms, Intellectual Property Rights means copyright, rights related to copyright such as moral rights and performers rights, rights in inventions, patents, rights to use and protect the confidentiality of confidential information (including, but not limited to know-how and trade secrets), trade marks and trade names, geographical indications, service marks, design rights, rights in get-up and trade dress, databases, database rights and rights in data, the right to sue for passing off and unfair competition, the right to sue for infringement, and all similar rights of whatever nature wherever in the world arising, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing

All content on the Website and Intellectual Property Rights subsisting therein remains the ownership of H&E Co-op. Some of our services allow you to generate original content (i.e. Sn@p Individual Question banks - H&E Co-op does not claim ownership of original question bank content generated by you, however you grant H&E Co-op a worldwide, perpetual, transferrable, sublicensable and royalty free licence to use the same going forward).

4. Title

The Product and Content is licensed to you on a non-exclusive, non-transferrable, non-sublicensable basis, not sold to You, and shall only be used by You through access to the Website in accordance with the terms and conditions of this Agreement. You acknowledge that title to and full ownership of the rights and interests in any Intellectual Property Rights in and/or related to the Product and Content will remain with HE Co-op and/or its suppliers, as applicable. You shall respect these rights and undertake to do nothing which infringes or contravenes these rights (or any of them).

5. User obligations

You may only view and use the Website for purposes of either completing (if a nominated student) or supporting a nominated student/s (if to access relevant resources is by employees or the employer) for in completing their relevant course undertaken as part of Our Services in accordance with this Agreement. You may not sell, publish or modify the Content or reproduce, display, publicly, perform, distribute, store, retransmit or otherwise use the Content in any way for any public or commercial purpose;

You/ the User may not:

- a) use the Website other than in accordance with the Agreement and (without limitation) not in any way that causes or may cause all or part of the Website or any Content to be interrupted, reproduced, stored, retransmitted, published, damaged, rendered less efficient, corrupted or in any way impaired;
- b) use the Website, Content and/or the Material in any manner which constitutes an infringement of any third party rights (including Intellectual Property Rights);
- c) use the Website or the Content to transmit any information or content for the purposes of publicity, promotion and/or advertising without the prior written consent of H&E Co-op;
- d) send a message or communication which is (or may be considered to be) offensive, abusive, defamatory, obscene, menacing or illegal or which causes annoyance, inconvenience or needless anxiety to, or breaches the rights of any other person or any law or policy of the relevant education establishment facilitating the access;
- e) use the Website to facilitate or perform any illegal activity;
- f) upload, post, publish or transmit any material which is protected by copyright or other intellectual property right without the prior written consent of its owner;
- g) transmit any data, send or upload any material that contains viruses, trojans, worms, logic bombs keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware or other material which is malicious or technologically harmful; or
- h) attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.
- i) use any Content on any other website or in a networked computer environment for any purpose not anticipated or permitted by this Agreement.

Further guidance can be found at our acceptable use policy at:

<https://www.hecooperative.co.uk/acceptable-use/>

If You violate any of the terms of this Agreement your permission to use the Content and/or the Website automatically terminates and You must immediately destroy any copies You have made of the Content.

If the User accesses the Website using a password, the User must not reveal that password to anyone else. If a password is revealed to someone else, the User must immediately change the password or let us know. We will assume that any actions taken under the password (including, without limitation, any breach of the Agreement) are taken by the User unless we are informed in writing beforehand.

Any comments, questions, suggestions, corrections, feedback or other communications (the "Feedback") provided by You to H&E Co-op relating to the Product, Content and/or Website shall be deemed non-confidential, and You hereby assign any and all intellectual property rights or other proprietary rights in such Feedback to H&E Co-op and you waive any and all moral rights subsisting in the same. H&E Co-op may at its sole discretion freely use the ideas, concepts, know-how and technical information contained in the Feedback, and H&E Co-op may also copy, reproduce, disclose, exhibit, display, transform, adapt, create derivative works and /or distribute such Feedback or any portion thereof to others without any obligations or restrictions whatsoever. For the avoidance of doubt, it is

agreed that H&E Co-op may include the Feedback or portions thereof in the design, development and commercialisation of the Product, Content and/or Website, or other H&E Co-op products or materials.

You shall ensure that any equipment used to access the Website, the Content and any Product shall meet at the minimum, the requirements set forth by the initial log in 'minimum requirements system test' on the Website, which can be found at: <https://www.hecooperative.co.uk/minimum-requirements>.

6. Unused Licences

If a nominated student activates an account or accesses the system i.e. to take an exam, this is defined as one licence used in the Website. For example, in www.snap-ae.com the usage of any purchased SN@P license is determined by either the activation and/or completion of a formative/summative assessment assigned by a registered SN@P Administrator and in the healthVLE.co.uk part of the Website. account activation is defined as one licence used.

Up to 5% of unused licences may be carried over from one contract invoicing period to another (the 'Invoicing Period'. The relevant Invoicing Period is defined on the invoice provided with these Terms.

Licences are not transferable within the different named Health and Education Co-operative platforms, services and resources forming the Website.

Refunds will not be given for any unused licences.

7. Exceeding Licences Purchased

The H&E Co-op grants all partner organisations the opportunity to exceed the total number of licences procured by up to 10% of the total contractual number of licences purchased within any given contract (invoicing) period. You will be notified of this and invoiced for additional licences used at renewal or at the end of the contract period. The unit price agreed in the most recent invoice period will be applied.

If you exceed your purchased licences above the 10% allowance, you will be notified of this and invoiced for at the unit price agreed for the additional licenses in the most recent invoice period.

8. Uploads at Renewal

As it can sometimes take some time to acquire purchase order numbers, we do permit organisations to send through cohorts to upload whilst we await invoicing information. We do this in good faith to ensure students get access to resources in a timely manner, without any potential disruption to study.

The unit price charged will be 10% higher than the previous year, unless otherwise agreed with the H&E Co-op. When you send through students to upload you are accepting these terms of service.

9. Use of the product/content

H&E Co-op grants to You a non-exclusive, non-transferable, non-sublicensable licence to access the Website in accordance with the terms of service set out in this Agreement and to view and download the Content on the Website solely in connection with your teaching, non-commercial use. No other rights to the Website, Content and Product are granted. You shall not, directly or indirectly, assign, transfer or sublicense the use of the Website, the Content, the IP rights, the Product or any of the rights granted to You by or in connection with this Agreement, in whole or in part.

Except where expressly stated otherwise, all information contained on the Website is owned by or licensed to the H&E Co-op. The Content and the Product are protected by (without limitation) Intellectual Property Rights. Unauthorised use of the Content may violate the H&E Co-op's Intellectual Property Rights. You must retain all copyright and other proprietary notices contained in the original Content on any copy You make.

For the purposes of this Agreement, "Confidential Information" means any H&E Co-op data, specifications, computer software and programs, documents, technology, know-how, processes, methodologies, samples, and proprietary information and trade secrets of H&E Co-op and its suppliers that are marked as confidential, whether or not covered by intellectual property rights relating to the Website, Product and/or Content. You agree (i) to keep all Confidential Information obtained in connection with this Agreement in strict confidence; (ii) not to disclose any of the Confidential Information directly or indirectly to any third party, nor to use, copy, evaluate or incorporate, any of the Confidential Information for any purpose other than that for which it is disclosed under this Agreement.

The obligations of confidentiality, use and non-disclosure referred to herein shall not apply to information which:

- (i) is or becomes publicly available;
- (ii) was already in Your possession prior to its disclosure by H&E Co-op
- (iii) Is disclosable by law either by court order, statute, tax authority, or regulatory body

You are responsible for ensuring that all persons who access the Website pursuant to Your licence are aware of the terms of use set out in this Agreement and that they comply with them.

10. Warranty

H&E Co-op warrants that:

- (a) It has the right and authority to license Product and Content; and
- (b) to the best of H&E Co-op's knowledge, the rights granted in this Agreement do not infringe the intellectual property rights of any third party in the United Kingdom.

H&E Co-op does not guarantee that the Website, or the Content, will always be available or be uninterrupted. H&E Co-op may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

H&E Co-op will use its reasonable endeavours to ensure the availability of the Website and associated online services is 24hr/day 7days/week excluding scheduled monthly maintenance downtime of approximately 4 hours or unscheduled urgent/critical maintenance. This does not apply to any connectivity or internet reliability issues outside H&E Co-op's reasonable control .

11. Liability of H&E Co-op

The Website and Material are provided on an "as is" basis without any warranties of any kind, however under certain circumstances (and by negotiation) a period of not more than 3 months access can be maintained beyond the end of an Invoicing Period to permit a period of 'teach out' to take place.

The use of the Website and the Content is at your own risk and H&E Co-op has no obligation to maintain any Content, or to make the Product or any additional products and/or services available at any time through the Website. Changes are periodically made to the Website and may be made at any time.

H&E Co-op makes no guarantees about the accuracy, reliability, completeness or timeliness of the content, services, software text, graphics and links or about the accuracy, reliability, completeness or timeliness of the Content or about the results to be obtained from using the Website and the Content. H&E Co-op excludes, to the extent permitted by law, responsibility for any loss or damage suffered as a result of reliance on the Content and/or the Website.

H&E Co-op does not warrant that the Website will operate error-free or that the Website and its server are free of computer viruses and other harmful goods. If use of the Website or the Content results in the need for servicing or replacing equipment or data, H&E Co-op is not responsible for those costs and will not be liable for any loss or damage suffered as a result.

H&E Co-op shall not be liable for any consequential, direct, indirect or special loss including but not limited to loss of profit, loss revenue, loss of business or goodwill, loss of contract, harm to reputation or wasted expenditure incurred by You in connection with this Agreement.

Nothing in these Terms is intended to exclude or limit the liability of H&E Co-op for death and/or personal injury suffered as a result of its negligence or the negligence of its employees and agents.

12. Links to other sites

The Website may contain links to third party websites. These links are provided solely as a convenience to You and not as an endorsement by H&E Co-op of the contents on such third party websites. H&E Co-op is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party websites, including, without limitation;

- (a) any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party websites,
- (b) any representation or warranty regarding the merchantability and fitness for a particular purpose of any material, content, software, goods, or services located at or made available through such third-party websites, or
- (c) any representation or warranty that the operation of such third-party Websites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected, or that such third-party websites will be free from viruses or other harmful components. If You decide to access linked third party websites, You do so at your own risk.

While H&E Co-op allows links to the Website, it does not wish to be linked to or from any third party website which contains, posts or transmits any unlawful information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, national or international law, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of H&E Co-op or which contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. H&E Co-op reserves the right to prohibit or refuse to accept any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

13. Security

ANY INFORMATION SENT OR RECEIVED OVER THE INTERNET IS GENERALLY UNSECURE. H&E Co-op CANNOT AND EXPRESSLY DOES NOT GUARANTEE THE SECURITY OF ANY COMMUNICATION TO OR FROM THE WEBSITE.

14. Indemnity

You agree to defend, indemnify and hold harmless H&E Co-op, its partners from time to time being, its employees, officers, servants and agents, from and against any claims, liabilities, damages, costs, actions or demands, including without limitation reasonable legal and accounting costs, alleging or resulting from

- (a) the activities carried out by H&E Co-op under this Agreement, and
- (b) Your use or misuse of the Content and/or the Website;
- (c) Your breach of these Terms.

15. Force Majeure

Except as expressly provided otherwise in the Agreement, dates by which the H&E Co-op is required to perform any obligations under this Agreement shall be postponed automatically to the extent and for the period of time that H&E Co-op is prevented from meeting such obligations by reason of any cause beyond its reasonable control.

16. General

The Website is based in England & Wales. Access to the Website and Content may not be legal by certain persons or in certain countries. If You access the Website from outside of England or Wales You do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

No waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

17. Data Protection

Definitions

In this clause the following terms have the following meanings:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the relevant UK Data Protection Legislation as in force.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

H&E Co-op and You (each a 'party' and together in this clause the 'parties') will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, You are the data controller and H&E Co-op is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

Without prejudice to the generality of this Data clause, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to H&E Co-op for the duration and purposes of this Agreement.

Without prejudice to the generality of this Data Clause, H&E Co-op shall, in relation to any Personal Data processed in connection with the performance by H&E Co-op of its obligations under this agreement, process such data in accordance with its Data Protection and Privacy policy, which can be found at: <https://www.hecooperative.co.uk/privacy-policy/> .

18. Governing Laws and Jurisdiction

The terms of this Agreement shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts.

19. Entire Agreement

The Agreement, the Invoice and any policies referenced within it constitutes the entire agreement between You and H&E Co-op and supersedes and cancel all prior discussions, representations, understandings or agreements whether verbal or written, between H&E Co-op and You with respect to or in connection with access to the Website and the license of the Product and Content, save and except for the provisions of any agreements which by their nature or wording are intended to remain in full force and effect (e.g. confidentiality or non-disclosure undertakings). This Agreement may be altered, modified or amended by H&E Co-op from time to time, in which case You will be notified by email.

20. Term and Termination

H&E Co-op shall, at any time, have the right to terminate your use of the Website and the Content immediately and without notice to You.

This Agreement shall become effective upon acceptance of our Terms of Service and shall terminate upon revocation or expiration of your username and password.

If the H&E Co-op makes a request via public announcement, press release or other means to stop using the Website, Product or Content, You will comply immediately with this request.

Upon termination of this Agreement for whatever reason, the licence(s) granted hereunder shall forthwith be revoked, and Your usernames and passwords will be deactivated.

H&E Co-op may revoke your username and password and/or terminate this Agreement for convenience and without penalty or reimbursement in whole or in part immediately upon notifying You.

Should this agreement be terminated (subject to successful negotiation), denial of access would not occur until the negotiated teach out period has elapsed.

