

# Terms and Conditions

In this document you will find the Terms and Conditions of using the Big Classroom website and also the Terms and Conditions of Big Classroom Membership.

## Big Classroom Website Terms and Conditions

These are the Terms and Conditions on which you may make use of this website. This document, together with any other document referred to below should be read carefully. Please note that by accessing and using this website, you agree to be bound by our Terms and Conditions.

Please also note that we may update this document at any time. You should therefore check this page on a regular basis.

### 1. Who are we?

This website is operated by MachTech Media Ltd trading as The Big Classroom, company number 09707841.

Registered Office: Unit 2, Olympic Court, Boardmans Way, Whitehills Business Park, Blackpool, Lancashire, FY4 5GU.

Trading Address: Unit 44c, Progress Business Park, Orders Lane, Kirkham, Preston, Lancashire, PR4 2TZ

### 2. Access to this site

Although we have made and will carry on to make reasonable efforts to prevent this type of problem, please note that this website is provided on an "AS AVAILABLE" basis and it is not technically possible for us to guarantee that this website will be bug-free or error-free. You also understand and accept that this website may be inaccessible on occasions due to essential maintenance or technical difficulties.

Please note that we reserve the right to withdraw or suspend access to this website and to amend any of the services offered by this website at any time and without notice. We will not therefore accept any liability in case of temporary or indefinite unavailability of this website.

### 3. Information posted on this website

- a) The information posted on this website or in any communication which we may send to you in accordance with our Privacy Policy is indicative only and is not intended to be representations or advice on which you should solely rely. Please note that whilst Big Classroom has made reasonable

efforts to check the accuracy of this website, it is nonetheless provided on as "AS IS" basis. Accordingly, we do not accept any liability for any errors or omissions. If you are in any doubt as to the accuracy of information made available within these pages, we recommend you seek verification by contacting us.

- b) Big Classroom is not responsible for the content published by members and every member is liable for their own profile and the content therein.
- c) Members agree not to post content or take any action on Big Classroom that infringes or violates someone else's rights or otherwise violates the law. Members shall be solely liable for any infringement of copyright and any compensation claims made as a result thereof.
- d) Big Classroom reserves the right to remove any content or information Members post if we believe that it violates any of our policies.
- e) Big Classroom is not obliged to publish any information or content on the website and can remove any information in its sole discretion, with or without notice.
- f) Members agree that it is their sole responsibility to ensure they have the appropriate consent of a parent or guardian before posting data relating to a child and/or images of a child.

Big Classroom is not a storage service. You agree that Big Classroom has no obligation to store, maintain or provide you with a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

#### 4. Fair usage

Big Classroom does not impose fixed limits to the amount of content that members can upload to their account. To ensure that the majority of members can continue to enjoy the unlimited nature of the service, members which upload excessive amounts of data will be offered a premium account at an additional cost or will be given options to streamline their account.

#### 5. Sanction

If you fail to abide by any of these Terms and Conditions, Big Classroom reserves the right to take action against you and to suspend your membership on a temporary or permanent basis. Big Classroom may use whatever information that is available to it about you to stop any further infringements. This may include disclosing any relevant information to the relevant law enforcement authorities.

#### 6. Cookies and site data

This website uses "cookies" for authenticating, tracking, and maintaining site preferences for site visitors. The information collected in this way is used for analysing the effectiveness of website design and advertising, and in verifying the identity of registered users.

Big Classroom's cookies record information about your browsing, like how long you've spent on the site, or which country you are in. They cannot record personal data (like your name or address). If you do not have cookies enabled, certain personalised features cannot then be provided to you, and accordingly you may not be able to take full advantage of all of the website's features. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences.

## 7. Data Protection

Big Classroom strongly recommends that members and friends should never disclose to other members and friends (unless it is necessary for them to do so) personal information such as their name, address, e-mail address, telephone number or any other personal information that could allow them to be identified outside the site. Any personal information collected through this website will be processed in accordance with our Privacy Policy.

## 8. Linking to and from this web site

We may authorise you to create a link to this website provided always that it is done fairly and legally. However, we will not accept the following:

- a) 'framing' of a part of our web site on any other website.
- b) any suggestion that Big Classroom in some way endorses and/or sponsors your website or your activities or that there is a formal relationship of any kind between you and Big Classroom unless this is true.
- c) Please note that we may withdraw any authorisation in relation to linking at any time and without notice.

This website may contain links to websites operated by third parties. Please note that Big Classroom has no control over the contents and the Privacy Policy of these websites. We will therefore accept no liability in this respect. Links are provided for convenience and inclusion of any link does not imply endorsement in any way of the site to which it links.

## 9. Intellectual Property

Unless stated otherwise, Big Classroom owns (or is duly licensed to use) the copyright in this website and in any material posted on it (including, but not limited to, the text, trade marks, trade names, logos, graphics, illustrations, designs, software and written or other material). This material is protected by trade mark, copyright and/or other proprietary rights owned by or licensed to Big Classroom and all rights are reserved. Except as expressly permitted by these Terms of Use, this website and all or any part of its content shall remain the exclusive property of Big Classroom, or its licensors and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form by any person without the prior written consent of Big Classroom.

Members may be allowed by Big Classroom to download some material from this website but only to the extent that the material is used for private non-

commercial purposes and/or to the extent the use is covered by the fair dealing provisions of the relevant UK law.

## 10. Web site security

You agree that you will not do anything or allow anything to be done to compromise the security of this web site. You agree not to share or disclose your password or allow access to this website to anyone who is not an employee of your school. You agree to notify Big Classroom immediately if any member leaves your employment so that Big Classroom can suspend the member's user account.

## 11. Disclaimer

Big Classroom does not make any representation or warranty of any kind (to the fullest extent permissible by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, capability, security and accuracy.

To the fullest extent permissible by law, Big Classroom excludes its liability for any loss of use, loss of data, loss of revenue or anticipated profits, loss of business, loss of opportunity, loss of goodwill or injury to reputation, loss suffered by third parties and any indirect, special or consequential damages or losses, whether such losses arise in contract, negligence or tort, including without limitation to the foregoing any losses in relation to your use, reliance upon or inability to use the website.

## 12. General

If you are based in the United Kingdom or any other country apart from the USA, the use of the website shall be governed by English Law and in the event of a dispute you irrevocably submit to the exclusive jurisdiction of the English Courts.

If you are based in the USA, you agree that the laws of the State of Delaware, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to the use of the website. You agree that any claim arising out of such a dispute can only be litigated in the federal or state courts in Delaware USA, and we each agree to personal jurisdiction in those courts.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent in which that term is illegal, invalid, or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

# Big Classroom Membership Terms and Conditions

## 1. Acceptance of Terms

THESE TERMS AND CONDITIONS OF SERVICE (the "Terms") ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND Big Classroom governing your use of this site, [www.bigclassroom.co.uk](http://www.bigclassroom.co.uk), which includes but is not limited to products, software and services offered by way of the website and other membership services. Please review the Terms fully before you continue to purchase the relevant Big Classroom membership product (the "Membership"). By purchasing the Membership, you agree to be bound by the Terms. You shall also be subject to any additional terms posted with respect to individual sections of the website or service. If you do not agree, please discontinue the process of purchasing the Membership. Big Classroom reserves the right to change the Terms at any time without prior notice. Your continued access or use of the website and service after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review the Terms regularly.

By becoming a member of BigClassroom you accept the terms and conditions set out here and confirm that you are authorised to register your organisation and incur the associated annual fee.

## 2. Registration

In order to utilise certain functionality of the website and membership service, you must complete a registration process. As a registered user of Big Classroom, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form ("Personal Data"), and (b) maintain and promptly update the Personal Data to keep it true, accurate, current, and complete. Upon completing the registration process, you shall receive confirmation of a password and user name. You are responsible for maintaining the confidentiality of the password and user name, and you are fully responsible for all activities that occur under your password or user name. You agree to (a) immediately notify Big Classroom of any unauthorised use of your password or user name or any other breach of security; (b) exit from your account at the end of each session using the 'log out' button; and (c) defend, indemnify, and hold harmless Big Classroom from any loss or damage arising from unauthorised use of your password or user name.

You may not share your login details with any other party. You agree to not share your Membership details and access with other organisations or individuals that do not work for your school.

By registering as a Member of Big Classroom, you agree that Big Classroom may use your membership for any promotional purpose without compensation to you.

By registering your data, you consent to the collection of your data, including, without limitation, Personal Data, by Big Classroom and processing of such data

by Big Classroom in connection with your use of the service. You consent to the technical processing and transmission involved in your use of the website, including, without limitation, Personal Data, and you acknowledge that such process may involve (a) transmission of such data over various networks; and (b) modifying such data to conform and adapt to technical requirements of connecting networks or devices.

By registering your data and that of any additional users, you agree that Big Classroom will be able to provide notices to you and to any additional users by email. You and the additional users are able to review your settings to control and limit the messages you receive from Big Classroom.

### 3. Membership

Your Membership will be a rolling contract with an annual subscription fee.

Your Membership begins on the day that you join via the Big Classroom website or sign the Big Classroom membership form. Big Classroom shall be under no obligation to provide a service until the Membership fee has been paid.

It is your own responsibility to ensure that the Membership details are received to facilitate access to the site. If Membership details, including login details, are not received within 2 working days of registration, it is your responsibility to make Big Classroom aware of this.

It is your own responsibility to ensure that the Membership details are passed on to the relevant person at your school to facilitate access to the site.

At the end of your Membership period or free trial period, your Membership automatically renews for a 12 month subscription period, unless prior to such renewal date, 7 days written notice has been received via email (and you have received email confirmation) or by registered post.

### 4. Membership offers, discounts & incentives

From time to time Big Classroom may run discounts, offers and promotions on memberships and other products. Big Classroom reserves the right to change, amend or withdraw these offers at any time.

After any promotional period ends, the price will automatically revert to the full price, as stated.

Membership fees are only ever paid on an annual basis. At the end of any promotional period a full 12 months subscription will be due unless 7 days written notice to terminate has been provided via email (and you have received email confirmation) or by registered post, prior to such date.

### 5. Terms of access

Upon purchasing a Membership, you (as the person ordering) will automatically be nominated as the 'Big Classroom Administrator'. The Big Classroom Administrator must be authorised by their school to enter into contracts of the

kind so offered. The Big Classroom Administrator has administrative rights over the account and is responsible for approving additional users so that other school/organisation staff can access the website and resources. It is the sole responsibility of the Big Classroom Administrator to ensure that they have secured the consent of any individual before disclosing their personal data by adding them as an additional user.

You will have the opportunity to assign Big Classroom Administrator rights to additional users if required. There are no restrictions on the number of users that can be authorised however only individuals employed by your school are permitted to access Big Classroom using your school's Membership. It is against the Terms and Conditions of your Membership to allow any individual not actively employed by your school to access Big Classroom.

Any suspected abuse of the system (eg. granting access or sharing log-in details with anyone not in employment at your school) will be followed up and Big Classroom reserve the right to suspend access to all Membership services until the matter is resolved. In the event that a breach of these Terms and Conditions is confirmed, Big Classroom reserve the right to terminate Membership without refund of monies paid and charge you any additional subscriptions for each school/organisation that you have granted access.

## 6. Participation, Price and Payment

Big Classroom is a collaborative venture relying on participation by all members. By joining the Big Classroom, members are agreeing to upload content and interact with linked members. The Big Classroom agrees to provide the platform and technology to do this at an agreed annual cost. It is the members' responsibilities to interact and as such they are liable to pay their Membership fees regardless of whether any interactions occur. Big Classroom reserves the right to upload images and text from the school's website to the school's Big Classroom account. Big Classroom will only use information which is publicly available. This is to assist the school with the start-up process of their Big Classroom account.

Big Classroom will endeavour to link members to a diverse range of other schools, varying in geographical location and school type. However, if members do not furnish Big Classroom with information about their school in the 'School Profile' section of their account, then the linked schools will be selected randomly. Big Classroom does not offer any guarantee to members that they will be linked to schools in a specific geographical location or to schools of a specific type.

The price of Membership will be as quoted on our website, except in the case of obvious error. Big Classroom reserve the right to change Membership prices at any time, but changes will not affect existing contracts and orders which we have already accepted.

Big Classroom reserve the right to increase the price of the rolling contract annual subscription fee by no more than 8% per annum.



## 7. Payment

Unless otherwise stated all amounts due from the Member to Big Classroom shall be paid within 7 days of the date of Big Classroom's invoice.

If the Member fails to make a Payment due to Big Classroom under the terms of the agreement by the due date, then, without limiting any rights or remedy available to Big Classroom (such failure to pay being a material breach of contract), Big Classroom may charge the Member (i) an admin fee of £40.00 and/or statutory compensation at the prevailing rate and (ii) interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when the base rate is below 0%.

Any amounts due under the agreement shall be paid by the Member in full without any set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax required by law).

## 8. Big Classroom's proprietary rights

Big Classroom is the owner or the licensee of all intellectual property rights in the websites and the service (including any content made available through the website and the underlying source code) that is protected by applicable intellectual property and other laws. You acknowledge and agree that content contained in sponsor advertisements or information presented to you through the service or advertisers is protected by third party copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Big Classroom or advertisers, you agree not to reproduce, duplicate, copy, modify, rent, lease, loan, sell, resell, distribute, exploit or create derivative works based on the service in whole or in part. This includes the sharing of content on Virtual Learning Environments.

Big Classroom grants you/your organisation a non-transferable and non-exclusive right and licence to use the websites and the service for its intended purpose, subject to your compliance with these Terms and Conditions. This license does not include the right to collect or use information contained on the websites for purposes prohibited by these Terms and Conditions; to compete with Big Classroom; to create derivative works based on the content of the websites; or download or copy the websites (other than page caching).

If you use the website in a manner that exceeds the scope of this license or you breach these Terms and Conditions, Big Classroom may revoke the Membership license granted to you and/or may take appropriate legal action against you.

## 9. Data Protection

Both you and Big Classroom warrants to the other that it will at all times comply with its obligations (if any) under the Data Protection Act 1998 (as amended or updated from time to time).

Where the discharge of obligations under this agreement involves the processing of personal data, the Member appoints Big Classroom as the member's data processor to process the personal data on behalf of the Member for the purposes of this agreement.

Please review our Privacy Notice which governs your membership and use of the website, to understand our practices.

## 10. Limitation of Liability

Big Classroom's liability for losses you suffer as a result of us breaking the Terms of this agreement including deliberate breaches is strictly limited to the price of the membership you purchased. You expressly acknowledge and agree that Big Classroom shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Big Classroom has been advised of the possibility of such damage). This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

## 11. Events outside of our Control

Big Classroom will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the membership contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, acts, decrees, legislation, regulations or restrictions of any government.

Big Classroom's performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

## 12. Safety

12.1 Big Classroom is not responsible for the safety of users of this site when communicating with other members. Members are assumed to have carried out all necessary safeguarding procedures when using Big Classroom to communicate with other members.

12.2 We do our best to keep Big Classroom safe, but we cannot guarantee it. We need your help to keep Big Classroom safe, which includes the following commitments by you:

- a) You will not post unauthorized commercial communications (such as spam) on Big Classroom
- b) You will not collect users' content or information, or otherwise access Big Classroom, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- c) You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Big Classroom.
- d) You will not upload viruses or other malicious code.
- e) You will not solicit login information or access an account belonging to someone else.
- f) You will not bully, intimidate, or harass any user.
- g) You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- h) You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements).
- i) You will not use Big Classroom to do anything unlawful, misleading, malicious, or discriminatory.
- j) You will not do anything that could disable, overburden, or impair the proper working or appearance of Big Classroom, such as a denial of service attack or interference with page rendering or other Big Classroom functionality.
- k) You will not facilitate or encourage any violations of this Statement or our policies.

12.3 All reasonable measures are taken to ensure member's content is secure, however Big Classroom cannot be held responsible if a member's content is unlawfully distributed to a third party.

## 13. Training

Big Classroom may from time to time offer to provide training. This is not included as part of the Big Classroom Membership and does not affect any of the Terms and Conditions of Big Classroom Membership.

## 14. Cancellation/Termination

### a) By You:

No refunds will be made on early cancellation of Membership; however you will still have use of Membership for the remainder of the 12 month period.

Your Membership begins on the day that you join via the Big Classroom website or sign the Big Classroom membership form. You will then immediately become a Big Classroom member and entitled to all the accompanying benefits.

At the end of your Membership period or free trial period, your Membership automatically renews for a 12-month subscription period, unless prior to such renewal date, 7 days written notice has been received via email (and you have received email confirmation) or by registered post.

### b) By Big Classroom:

You agree that Big Classroom, in its sole discretion and without liability to you or any third party, may suspend or terminate, with or without notice, the websites or any part of it or any of your passwords or accounts (or any part(s) thereof or related files and information) within the service, and may remove and discard any content within the service, for any reason, including, without limitation, for lack of use or if Big Classroom believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. The responses described in this paragraph are not limited, and Big Classroom may take any other action we reasonably deem appropriate in connection with any breach of these Terms and Conditions.

In the event of cancellation or termination of a member's account however arising, all information posted to the site will remain visible on the Big Classroom website.

For the avoidance of doubt, content and information you shared on the Big Classroom website will survive termination. However, you may request in writing to Big Classroom to have such content and information removed from the website. Termination does not affect a member's right to further re-share content and information you shared through the service to the extent copied or re-shared prior to termination.

## 15. Referral Fees

Any fees due to be paid to members by Big Classroom as a result of a referral must be claimed by the member within 12 months. Only one referral fee will be paid for a new member, which will be awarded to the school that is registered on the new members application form.

## 16. Queries and Complaints

If you have a general query regarding membership you should use the 'contact us' facility at the bottom of each page on the Big Classroom website

In the unlikely event that you wish to make a formal written complaint, you can request a copy of our complaints procedure by contacting us at our trading address. Our trading address details are provided above.

## 17. Assignment

Big Classroom may at anytime assign, transfer, delegate or deal in any other manner with any or all of its obligations under the agreement.

The Member shall not assign, transfer, delegate or deal in any other manner with any or all of its obligations under the agreement.

## 18. Severance

If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

## 19. Law

19.1 For all members based in the United Kingdom or any other country apart from the USA, all of these terms and conditions are governed by English Law and any disputes arising out of any transaction with Big Classroom are subject to the exclusive jurisdiction of the English Courts.

19.2 For all members based in the USA, you agree that the laws of the State of Delaware, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this agreement and/or the Services. We both agree that all of these claims can only be litigated in the federal or state courts in Delaware USA, and we each agree to personal jurisdiction in those courts.

## 20. Arbitration – Members based in the USA only

20.1 Notwithstanding clause 19.2, all members based in the USA agree that any controversy or claim valued under \$15,000 arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by FairClaims (fairclaims.com) under its Commercial Arbitration Rules effective at the time a claim is made, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

20.2 Where the matter is to be settled by arbitration in accordance with clause 20.1, it is agreed that the matter will be filed and served electronically and that, in the event of confirmation and enforcement, the delinquent party will be responsible for any attorney, court or other fees associated with such action. Any costs relating to the arbitration service provided by FairClaims are to be split between the Member and Big Classroom evenly.