

Terms of Use for Eton Connect Digital Learning Hub

1. Introduction

Thank you for visiting the Eton Connect Digital Learning Hub, which is operated by Eton College (“We”). We are a registered charity and our registered charity number is 1139086 and our registered office is Eton College, Windsor, Berkshire, United Kingdom SL4 6DJ. To contact us, please email enquiries@etoncollege.org.uk

We have set out below the Eton Connect terms of use. They tell you:

- The rules for using our services
- What you can do with our content

Read these terms before using our Services. We also ask that our [Privacy Policy](#) carefully, as it will also govern your use of the services.

When you register with Eton Connect Digital Learning Hub and whenever you use our Services you agree to these terms.

If you don't stick to these terms then we can suspend or terminate your use of our Services and your account.

2. Definitions

To make these Terms easier to read, we have given the following expressions a specific meaning, when used in these Terms:

- “Content”: the online content in the ‘Eton Connect Digital Learning Hub’;
- “Course Site”: The Eton Connect Digital Learning Hub that exists within www.etoncollege.com
- “Eton Connect Digital Learning Hub Content”: all content or other material available to you on the Site, including but not limited to instructional videos and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files;
- “Marks”: Eton College trade marks and service marks which may appear on the Site;
- “Parents”: parents and legal guardians;
- “School”: school, college, university or other educational establishment;
- “Service”: the Site, ‘Eton Connect Digital Learning Hub ’Content, and all content and services accessible on the Site;
- “Site”: the Eton College website
- “Students”: those who view content on the Eton Connect Digital Learning Hub
- “Terms”: these User Terms of Service;
- “Users”: all users such as Students; Tutors; Parents, Schools; School administrators, School teachers of Students in each case whether registered or not and whether you view content or not;
- “User Account”: a user account on the Service;
- “User Password”: a password for a User Account; and

- “Viruses”: viruses, Trojan horses, corrupted files, malware, spyware or similar software that may contaminate or damage ours or another User’s computer.

3. Acceptance of Terms

3.1 You are responsible for all activity that results from your use of the Service. You agree to use the Service in good faith.

3.2 You confirm that you are at least 13 years old.

3.3 If you are younger than 18, you confirm that:

- you have received the permission of your Parent to use the Service;
- your Parent or School has agreed to be responsible for ensuring you comply with these Terms.

3.4 We may update these Terms from time to time. If we do, you will receive a notification the next time you visit the Site telling you the Terms have been updated. Please read the updated Terms to ensure you understand the terms that apply at the time. The updated version of the Terms will always be available on this page and will apply from the date we publish them on the Site. Your continued use of the Service after any such changes have been made constitutes your acceptance of the new Terms.

3.5 If you do not comply or agree to comply with these or any future Terms, do not use or access the Service.

3.6 Description of the Service

- The Service provides Content for young adults aged 13–20 years old.
- The Service is built on a web application that enables you to access the Service directly through a browser from your desktop computer, laptop and certain tablets.
- The Service allows you to watch Content designed to develop your skills and understanding of a subject.

4. User Accounts and Registration

4.1 You need an account to use our Services. In order to create a User Account, you (or someone on your behalf, such as your School) must provide your name, email address, teacher or student status, school or organization name, role and year group, school or organization postcode and subject or event specific interests to Eton College.

4.2 To keep your account safe you must select a User Password that is unique and entirely different from your email address. You agree:

- Not to tell anyone Your User ID or Password.
- Not to give us false information
- Not to try and log in as someone else
- Not to create more than one account

4.3 Please see our [Privacy Policy](#) for more information on what information we collect and how we will contact you using the information provided to set up your User Account.

4.4 You must notify us immediately of any unauthorised use of your User Account or any other breach of security and ensure that you sign out from your User Account at the end of each use of the Service.

4.5 You agree to provide accurate registration information to us and to maintain and update all information you provide. You acknowledge that if any information provided by

you is inaccurate, out-of-date or incomplete, we reserve the right to terminate your use of the Services.

4.6 You agree that you cannot transfer, sell, license or trade your User Account.

4.7 You may delete your User Account at any time by emailing info@etoncollege.com.

4.8 At its discretion, Eton College may choose not to give access to any User for any reason whatsoever.

5. Using the Site

5.1 Access to the Site is permitted on a temporary basis. We reserve the right to withdraw or suspend all or part of the Services for business or operational reasons for example to fix a problem with the Services or because of a change in the law. We will try to give you reasonable notice of any withdrawal or suspension. We will not be liable or responsible if for any reason the Site is unavailable at any time or for any period

5.2 You may:

- view pages from the Site in a web browser;
- download pages from the Site for caching in a web browser;
- stream audio and video files from the Site;
- download documents and other files from the Site that are specified on the Site as downloadable, store and view them on your computer, and print copies of them for your own use; and
- use the Services by means of a web browser.

5.3 You may view (and, where applicable, listen to) for your own private non-commercial use 'Eton Connect Digital Learning Hub' Content. You must not use or allow others to access or use, all or any part of the Site or the 'Eton Connect Digital Learning Hub ' Content for commercial purposes.

5.4 Unless otherwise stated in these Terms, you must not (whether directly or indirectly):

- distribute, transmit, syndicate, sell or offer to sell or otherwise make available all or any part of the Site or any 'Eton Connect Digital Learning Hub 'Content, whether publicly available or not.
- copy, download, or store any 'Eton Connect Digital Learning Hub 'Content whether publicly available or not, to make or populate a database or publication of any kind whatsoever, provided that for the avoidance of doubt this is not intended to restrict copying of an insubstantial part of any such material or where you are able to show 'fair dealing 'with it, in each case in accordance with the Copyright, Designs and Patents Act 1988.

5.5 You may only play video or audio files using the media player on the Site.

5.6

You may establish a link to the Site, provided that:

- the link is legal and not detrimental or damaging to and does not take unfair advantage of, our reputation or business, or that of Eton College;
- the link does not falsely imply or suggest that we, or Eton College endorse, approve of or are associated with the linked website, its webpages or any of its contents;
- framing of the Site on any other website is not allowed and you must not provide access to the Site or part of them under any other URL.

5.7 We may withdraw your right to link to the Site without notice and at any time, acting in our sole discretion. On certain parts of the Site you may be able to include links to third party websites. Subject to these Terms you may only include links on the Site to third party websites or webpages if:

- the content of or linking to such third party websites or webpages does not breach any of the provisions set out in clause 5.6
- the terms of use of such websites or webpages allow such linking;
- links are clearly and visibly marked as such;
- the content of any linked website or webpages are relevant and clearly related to the 'Eton Connect Digital Learning Hub 'Content to which it is linked; and
- the link will not result in any automatic download.

6. Intellectual Property

6.1 The Services are owned and operated by Eton College and its licensors.

6.2 We regularly update the Services. We therefore reserve the right at any time to modify or discontinue, temporarily or permanently, any part of the Services, with or without notice to you.

6.3 Where the Site contain links to other websites, webpages, resources, or mobile services which are proprietary to third parties, other Users, advertisers or sponsors, such websites, webpages, resources and mobile services are provided for your information only and you access them at your own risk. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. We are not liable or responsible for the content or operation of third party websites, webpages, resources or mobile services. You should read any applicable terms and conditions and privacy policies.

6.4 All 'Eton Connect Digital Learning Hub 'Content is the property of Eton College, its affiliates or licensors and is protected by copyright, patent and other proprietary intellectual property rights under law.

6.5 The Marks are the property of Eton College and are protected by law. All other trade marks, service marks and logos used on the Services, with or without attribution, are the trade marks, service marks or logos of their respective owners.

6.6 From time to time, Eton College may include software, code, instructions, or other such information in the 'Eton Connect Digital Learning Hub 'Content; any such information is provided on an "as-is" basis for instructional purposes only. Any use of such information for commercial purposes is strictly prohibited.

6.7 We reserve all rights not expressly granted in these Terms to the Services and Marks.

6.8 You may not:

- publish or use Eton College's branding or logos without our prior written permission;
- use the Services for any purpose other than as described in these Terms;
- copy or reproduce the Services;
- sell, assign, license, disclose, distribute or otherwise transfer or make available the Services or any copies of the Services in any form to any third parties without our prior written permission;
- remove or alter any Marks on the Services;

- copy, sell, re-sell, display, reproduce, publish, transmit, modify, create derivative works from, transfer, distribute or otherwise commercially exploit in any manner the Services without our prior written permission; or
- alter, reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate the Services.

6.9 Subject to your compliance with these Terms, Eton College hereby grants you a freely revocable, worldwide, non-exclusive, non-transferable, non-sublicensable limited right and licence to access, internally use and display the Services at your location solely as necessary to view the content as permitted.

6.10 You must abide by all copyright notices or restrictions contained on the Site or the Eton Connect Digital Learning Hub'. You may not delete any attributions, legal or proprietary notices on the Site or the Eton Connect Digital Learning Hub'.

6.11 You understand and agree that you shall only use the Services in a manner that complies with any and all applicable laws in the jurisdictions in which you use the Services. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

7. Viruses

7.1 We do not guarantee that the Site will be secure or free from Viruses.

7.2 You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own Virus protection software.

7.3 You must not misuse the Site by knowingly introducing Viruses. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Services will cease immediately.

8. Data protection policy

At Eton College we take our responsibilities as a data controller seriously and are committed to using the personal data we hold in accordance with the law. The [Privacy Policy](#) provides detailed information about how we process your personal data. Please read it carefully.

9. Safeguarding

9.1 Eton College fully recognises its moral and statutory responsibility to safeguard and promote the personal safety and welfare of all children and young people who have a User Account.

9.2 Eton College employs a safer recruitment policy for all Eton College staff.

9.3 All persons using the Services have a responsibility and duty to familiarise themselves with the Eton's [Safeguarding Policy](#).

10. Maintenance and downtime

You acknowledge and agree that from time to time we may need to:

16.1 fix defects and errors in the Site;

16.2 install updates and undertake general diagnosis and maintenance of the Site; and

16.3 undertake emergency maintenance and/or suspend access to the servers;

and that as a result the Site may be less accessible or unavailable to you from time to time.

11. Indemnity

You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly from: (i) third party claims arising out of (A) your use of the Services or (B) any breach by you of any provision of these Terms (ii) your use of our Marks; (iii) the introduction by you of a Virus to our Service; and (iv) any offence by you under the Computer Misuse Act 1990 in relation to our Service.

12. Limitation of liability

12.1 Nothing in these Terms will:

- limit or exclude any liability for death or personal injury resulting from negligence;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit any liabilities in any way that is not permitted under applicable law; or
- exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these Terms, except to the extent permitted by law.

12.2 The limitations and exclusions of liability set out in this clause 12 and elsewhere in these Terms:

- are subject to clause 12.1; and
- govern all liabilities arising under these Terms or relating to the subject matter of these Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms.

12.3 To the extent that the Services are provided free of charge, we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these Terms as a consumer, this clause 126 shall not apply.

12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these Terms as a consumer, this clause 12.7 shall not apply.

12.8 You acknowledge that we are a limited liability entity. You accept that we have an interest in limiting the personal liability of our officers and employees. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Services or these Terms (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

12.9 Our aggregate liability to you in respect of any contract to provide services to you or any Student nominated by you under these Terms shall not exceed twice the total amount paid and payable to us under such contract.

13. Termination of service

13.1 We may terminate your use of the Services at any time, with or without notice.

13.2 We may terminate your use of the Services immediately without notice for any breach by you of these Terms or any of Eton College's applicable policies, as posted on the Site from time to time.

13.3 We may discontinue offering any Content at any time.

13.4 You may terminate your use of the Service at any time, either by ceasing to access it, or by contacting us at enquiries@etoncollege.org.uk. We have no obligation to retain any of your User Account information or User Content for any period of time beyond what may be required by applicable law. Upon termination, you must cease all use of the Services.

14. Which laws apply to this contract and where you may bring legal proceedings

14.1 These Terms are governed by the law of England and Wales.

14.2 You may only bring legal proceedings in respect of the Service in the courts of England and Wales.

15. Alternative dispute resolution

15.1 If you have a complaint, please tell us at enquiries@etoncollege.org.uk and we will try and resolve it.

15.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact [European Commission Online Dispute Resolution](#) platform to resolve it.

16. General

16.1 We may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these Terms. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.

16.2 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16.4 Subject to clause 12.1, these Terms, together with the Eton's Safeguarding Policy, and Privacy Policy, shall constitute the entire agreement between you and us in relation to your use of the Services and shall supersede all previous agreements between you and us in relation to your use of the Services.