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3. Conditions of Security

3.1 In order to access the **Service** [the service provided by Physical Education Primary Ltd. whereby the Customer can gain access to Physical Education Primary Ltd's on-line education service network currently known as www.peprimary.co.uk], the **Customer** [the educational institution or individual named upon subscribing to Physical Education Primary Ltd's web site, www.peprimary.co.uk], will be issued a unique log in ID and password. The Customer is responsible for the security and proper use of all user IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

3.2 The Customer must immediately inform Physical Education Primary Ltd. If there is any reason to believe that a log in ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

3.3 Physical Education Primary Ltd. reserves the right to suspend log in

ID and password access to the Service if at any time Physical Education Primary Ltd. considers that there is or is likely to be a breach of security.

3.4 Physical Education Primary Ltd. reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

3.5 The Customer must immediately inform Physical Education Primary Ltd. of any changes to the information the Customer supplied when registering for the Service.

4. Terms of Use of the Service

4.1 The Service is provided solely for the Customer's own use (including use by Authorised Users) and the Customer will not resell or attempt to resell the Service or allow access to the service (or any part or facility of it) to any third party.

4.2

4.2.1 The **Content** [the information, photographs and any other materials (in whatever form) or services which may be made available to the Customer as part of the Service], is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer must not and must not permit anyone else to copy, store, adapt, modify, transmit, distribute externally (and if the Customer accesses the Service from a LAN other than to Authorised Users on such LAN), perform, play or show in public, broadcast or publish any part of the Content, and the Content may only be used for the Customer's own purposes.

4.2.2 The Customer is entitled to download and store the Content solely for its own use for the duration of this **Contract** [this means, in order of precedence, any conditions displayed online as referred to in paragraph 4.5 below]. At the end of this Contract, the Customer must destroy or erase any Content that has been copied, downloaded or stored during this Contract and, if Physical Education Primary Ltd. requires, will confirm in writing to Physical Education Primary Ltd. that it has done so.

4.2.3 If the Customer downloads and stores any Content, the Customer must destroy or erase any Content at the time that the Customer's licence to use such Content ends.

4.3 The Customer is only allowed to use the Service for the purposes of education and must not commercially exploit any Content to the commercial detriment of any supplier to Physical Education Primary Ltd. of Content.

4.4 The Content supplied to Physical Education Primary Ltd. by third parties and Physical Education Primary Ltd. cannot warrant or guarantee the accuracy or completeness of any of the Content or any further information or results which may be derived from it. The Customer acknowledges that it is the Customer's responsibility to evaluate the accuracy and completeness of the Content. In particular the Customer acknowledges that it is not entitled to rely on any Content in making any decision and that the Customer's use of the Content (for whatever

purpose) is at the Customer's sole risk.

4.5 The Customer acknowledges that there may be additional conditions displayed on line relating to particular Content. If the Customer chooses to access such Content those online conditions will also form part of this Contract.

4.6 The Customer shall be responsible for the creation, maintenance and design of all **Customer Information** [information, photographs and any other materials (in whatever form) published or otherwise made available on Physical Education Primary Ltd's web site, www.peprimary.co.uk (directly or indirectly) by or on behalf of the Customer by using the Service].

4.7 The Customer warrants that the Customer Information is and will remain accurate and correct and will not include any information or material, any part of which, or the accessing of which would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained.

4.8 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or Physical Education Primary Ltd. and which relate to the provision of Customer Information provided that Physical Education Primary Ltd. has given notice to the Customer of those which apply to Physical Education Primary Ltd.

4.9 The Service must not be used:

4.9.1 fraudulently or in connection with a criminal offence or giving rise to any civil liability;

4.9.2 in breach of any instructions Physical Education Primary Ltd. has given;

4.9.3 to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service or by any third party;

4.9.4 other than in accordance with the acceptable use policies of any connected networks and the Internet Standards.

4.10 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:

4.10.1 the Service in contravention of paragraphs 4.1, 4.2, 4.3 or 4.9; or

4.10.2 the server capacity or the Software made available to it in any way which, in Physical Education Primary Ltd.'s opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from Physical Education Primary Ltd., Physical Education Primary Ltd. can treat the contravention as a material breach

of this Contract.

4.11 The Customer must indemnify Physical Education Primary Ltd. against any claims or legal proceedings which are brought or threatened against Physical Education Primary Ltd. by a third party because:

4.11.1 the Service is used in breach of paragraph 4; or

4.11.2 the Service is faulty or cannot be used by that third party. and Physical Education Primary Ltd. will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

4.12 Physical Education Primary Ltd. reserves the right to suspend user log in ID and password access to the Service if at any time Physical Education Primary Ltd. considers that there is likely to be a breach of one of the conditions of this Contract.

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