Agreement of use

Headline information as outlined in the Terms and Conditions:

1. Customers will not copy, replicate or attempt to sell Koboca or Koboca+ as set out in **clause 2 of the Terms and Conditions**
2. Customers are buying an annual licence to use the software provided by Seamless Software. The software remains the property of Seamless Software
3. Customers acknowledge that whilst Seamless Software and affiliated parties will make every attempt to ensure the software has no downtime and remains bug free, some issues remain beyond our control as set out in **clause 8 of the Terms and Conditions**
4. The customer acknowledges the limitation of liability for Seamless Software set out in **clause 5 of the Terms and Conditions**
5. Customers will follow all their own **safeguarding** protocols and ensure parental/guardian consent is granted before pupils complete any surveys set out in **clause 3 of the Terms and Conditions**
6. Seamless Software retain the right to terminate use of the software as set out in **clause 7 of the Terms and Conditions**

General Information
1. The licence and agreement to use the licence lasts 12 months from completion of the registration form
2. The agreement is a licence to use the Koboca and Koboca+ systems

Parties involved
1. The supplier – Seamless Software registered number 10086503
2. The customer – any school, sports partnership, active partnership, national agency or national governing body who uses the software and has completed the registration form which includes their full details

Terms of Agreement
1. The price is £299 per school or £1000 per SSP area
2. There is a price of £500 per SSP area where a whole county buys in
3. Customers will receive log in details sent direct to the contact named on the registration form. The password is a random selection of letters and numbers and Seamless Software recommend the custom does not change or share this
4. One account and login details is provided per customer
5. Please inform Seamless Software immediately if there is an issue with access to the system and we will resolve it as quickly as possible

Seamless Software Ltd
Company registered in England and Wales
Company Number 10086503

6. If the system remains unavailable for longer than a week a refund will be issued based on the percentage of the annual licence the system is not available for – EG 2 weeks = 2/52 x 100 = 4%

Details
1. Payment terms are 14 days from issue of invoice
2. By completing the registration form you are signing up to this agreement
3. By completing the registration form you are signing up to all terms and conditions

Clause 1 – Non-exclusivity
It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit Seamless Software from either distributing similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

Clause 2 – Non-transferability
The Licensee may not sell, distribute, license, rent, lease, lend, pledge or otherwise transfer or assign the Software or the related rights of use to a third party without the prior written permission of the Licensor.

Clause 3 – Rights
The rights to the software will remain the property of Seamless Software even after execution of the agreement. This includes the actual software, the name, the copyright, the distribution rights, and even the intellectual property rights.

Clause 4 – Modification
Licensee shall have the right, in its own discretion, to independently modify the surveys and competitions held with the Software for its only purpose and use. Licensee shall not be able to modify or alter the software.

Clause 5 – Breach of contract
In the event of a material breach of this contract, Seamless Software may, terminate this Agreement, and the rights granted to the customer. In addition to or in lieu of its rights to terminate this Agreement Seamless Software shall have the right to pursue any remedies at law or equity, any payments due Software Developer hereunder as security for payment of any damages arising from any material breach by the customer of any provision of this Agreement.

Clause 6 – Device usage

Customers can use the software on an unlimited number of devices. This includes PC, Laptops, Tablets and Phones

Clause 7 – Limitation of liability

To the fullest extent permitted by applicable law, in no event shall Seamless Software be liable to customers for any direct, indirect, incidental, special punitive or consequential damages whatsoever resulting from any:

I. Use of the site
II. Errors, mistakes or inaccuracies of content
III. Personal injury or property damage of any nature whatsoever resulting in customer access to and use of the site
IV. Any unauthorised access to or use of the servers and/or any and all personal information and/or financial information stored therein.
V. Any interruption or cessation of transmission to or from the servers
VI. Any bugs or viruses or the like which maybe transmitted to or through the site by any third party
VII. Any loss of data or your content from the site
VIII. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content on or through the site whether based on warranty, contact, tort or any other legal theory, and whether or not Seamless Software are advised of the possibility of such damage
IX. The disclosure of information pursuant to these terms or privacy policy

Clause 8 – Terms of termination

Support and maintenance services for the Software shall automatically terminate upon the termination of the Licensee's right to use the Software pursuant to the applicable Software License Agreement. In the event that the applicable Software License Agreement terminates prior to expiration of the current Agreement, the Licensee shall have no right to a refund of any previously-paid support and maintenance services, provided however that if Licensee terminates the applicable Software License Agreement because of Seamless Software's breach of that agreement, then Licensee will be entitled to a pro-rata refund of the annual fees paid for support for the support term in which the termination becomes effective.

Clause 9 – Governing law

All software owned by Seamless Software, including Koboca and Koboca+ and all operations, functions, calculations and processes of all such software, and all output produced by such software, comply in all material respects with all applicable laws, rules, regulations and ordinances as in existence on the date of this Agreement. This includes, but not exclusively too, article 9 paragraph 2(d): Processing of special categories of personal data.