

VERBO LICENCE AGREEMENT

[Explanatory Note: this Agreement is for Account Holders to sign on behalf of the Nominated Organisation (Licensee) for whom they work.]

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING

These Terms and Conditions (**Terms**) govern the use of Verbo, a speech and language therapy platform (**Site**) owned by Homerton Healthcare NHS Foundation Trust (**Licensor**).

Licensor has entered into an agreement with a commissioning body, school or other setting or organisation (**Contracting Authority**) to supply them, together with any organisations they nominate, (**Nominated Organisations**), a licence to use the Site.

Under the terms of an agreement entered into by the Licensor and the Contracting Authority (the **Master Agreement**), the organisation where you work, (known as the **Licensee**), has been named a Nominated Organisation, and will receive access to the Site for its employees; its pupils and young persons, and their parents or carers (**Users**).

You (**You**) have been identified, either by the Contracting Authority or the Licensee, as a representative who is authorised to accept these Terms on behalf of the Licensee. You will be referred to throughout this Agreement as the **Account Holder**.

If You disagree that you are authorised by the Licensee to enter into a legally binding contract on its behalf, you must contact the Licensor immediately at hello@verboapp.co.uk, and do **NOT** continue to the Site.

These Terms are important. They form a binding contractual agreement between the Licensor and the Licensee (who You represent). You, as the Account Holder should therefore ensure that You read them carefully and seek assistance from a legal representative within your organisation, or the Licensor, if You have any questions. You must do this before accessing the Site, before sharing any details pertaining to the Site with any other employees of the Licensee organisation, and before using the Licensor's products or engaging in their services. If You have any questions regarding the Data Protection Agreement that is referred to in Clause 5.2 below, you must contact your organisation's own Data Protection Officer for advice before you agree to accept these terms.

These Terms constitute the entire and only agreement between the Licensor and the Licensee relating to the use of the Site, and supersede all prior conduct, agreements, representations and understandings.

1. ACCEPTANCE OF TERMS

- 1.1. By accessing, downloading, using or saving any part of the products and services offered on the Site, or by providing any Site access information to other Users, You, the Account Holder, agree that the Licensee will be bound by these Terms, which you acknowledge that they have read and understood.
- 1.2. Licensor may change all or part of these Terms at any time. When this occurs, the new terms and conditions will be posted on the Site. Continued use of the Site by any Users will constitute acceptance of the changes by the Licensee. If Licensee objects to any changes to the Terms, its only remedy is to ensure that all Users immediately discontinue use of the products and/or services.

2. GENERAL DISCLAIMER

Verbo© Terms and Conditions Licensee for Account Holder v.008 May 2024

- 2.1. The products and services on the Site are intended for education and information purposes only. Nothing on this Site, or any of the content provided to Licensee by Licensor during the provision of the products and/or services offers any guarantee of improvement in any condition, medical or otherwise.
- 2.2. Any testimonials and examples within Licensor's marketing materials are not to be taken as a guarantee that Licensee, its customers or pupils will achieve the same or similar results.
- 2.3. Licensor does not guarantee the completeness or accuracy of material used on the Site, nor that it will remain up to date.
- 2.4. Licensor does not guarantee that the Site will remain available.
- 2.5. Licensor is not responsible for any network issues relating to access of the Site. Please refer to the [Network Requirements Policy](#) for information.

3. ACCOUNT HOLDER OBLIGATIONS

- 3.1. Before Licensee can access Licensor's products and/or services, You, the Account Holder, must register a Verbo Setting Lead User account on the Site for Your own use.
- 3.2. You must accept the Terms of this licence on behalf of the Licensee and by doing so, shall also accept the terms of the Verbo End User Licence Agreement (for Account Holders) at Annex B hereto, on behalf of Yourself as an individual User.
- 3.3. The Account Holder's user account must be registered using the email address advised by the Licensee.
- 3.4. Accurate, complete and up-to-date registration information must be provided for the Licensee and it is the Licensee's responsibility to inform Licensor of any changes to its registration information.
- 3.5. Licensor may at any time request a form of identification to verify Your details (as the Account Holder).
- 3.6. The Account Holder will be responsible for providing access to the Site for Users, including Users with administrative access as detailed in Annex A (**Admin Users**), within the Licensee organisation.
- 3.7. The Licensee may nominate more than one Account Holder and/or multiple Users with Verbo Setting Lead User level, however where this occurs, the Licensee must introduce a process enabling all such Verbo Settling Lead Users and/or Account Holders to liaise effectively to ensure that all Account Holder obligations are fulfilled.
- 3.8. Subject always to there being a minimum of one Account Holder, the Licensee may change its designated Account Holder(s) at any time, but must advise the Licensor prior to doing so. In this event, these Terms shall not be affected, and all rights and obligations hereunder shall continue, uninterrupted, and in full.

4. OTHER OBLIGATIONS OF THE LICENSEE

- 4.1. The Licensee shall keep a record of all Users. This record must be maintained, kept current, and must include the date that User accounts were created, the name of the Admin User who created them and details of how the User is associated with the Licensee (e.g. pupil, parent, etc.)
- 4.2. The Licensee shall be responsible for keeping a record of any Licensor services used which are allocated by the Contracting Authority, as a result of the Master Agreement, for example SaLT support hours.
- 4.3. The Licensee is responsible for advising the Licensor of any technical issues it encounters with the Site.
- 4.4. The Licensee is responsible for downloading any data reports it requires from the Site.
- 4.5. Where the Master Agreement stipulates that the Licensee, as a Nominated Organisation, must provide feedback to the Licensor about the Site, or its products or service offering, the Licensee must do so. This shall include the following, (to occur within 6 months from the commencement of this licence, unless otherwise stated):
 - 4.5.1. Participation in up to 2 video call focus groups/user interviews providing thoughts and opinions on design and development of Verbo;
 - 4.5.2. Completion of responses to up to 2 online surveys gathering user feedback;

- 4.5.3. Participation in up to 2 testing sessions of the Verbo platform; and
- 4.5.4. Providing feedback about user experience on an ongoing basis.

5. CONFIDENTIALITY AND DATA PROTECTION

- 5.1. The Licence agrees to respect the Licensor's confidential and proprietary information and ideas, (collectively, **Confidential Information**) and specifically agrees:
 - 5.1.1. That all materials and information provided to it by Licensor, whether via the Site or by other means, are the Licensor's confidential, proprietary information and constitute intellectual property belonging solely and exclusively to the Licensor;
 - 5.1.2. That it may not share any Confidential Information with any other party except as authorised by the Licensor; and
 - 5.1.3. That if it or any of its Users violate, or threaten to violate, the obligations contained in this clause, Licensor will be entitled to, among other things, injunctive relief to prohibit such violations.
- 5.2. The Licensee must protect all Personal Data (as defined in the current General Data Protection Regulation (GDPR) in accordance with the provisions of the GDPR, always ensuring the reliability of its employees who have access to such data. **The Licensee agrees to be bound by, and to ensure that all its Users are bound by, the terms of the Licensor's [Data Protection Agreement](#), a copy of which can be read by clicking on the link herein. If there is anything contained in the Data Protection Agreement that you do not understand, please seek advice from your employers' own Data Protection Officer in the first instance.**
- 5.3. Licensee shall implement adequate processes within their organisation to ensure strict adherence to the NHS Code of Practice on Confidentiality and the Caldicott Principles.
- 5.4. The Licensee acknowledges and understands the obligations upon the Licensor and the Licensor acknowledges and understands the obligations upon the Licensee under the Freedom of Information Act 2000 ("FOIA") and both parties have read and understand paragraphs 31 to 47 of the code of practice issued pursuant to section 45 of the FOIA.

6. INTELLECTUAL PROPERTY

- 6.1. All material on the Site, including, but not limited to, video, audio and/or written text, course content, graphics, layout and appearance, information architecture and coding (collectively described as **Content**), together with any intellectual property rights of any description including but not limited to patents, copyright, design rights (registered or unregistered), trademarks, know-how and database rights pertaining to the speech and language therapy offering known as Verbo, constitutes Licensor's intellectual property (**Intellectual Property**).
- 6.2. All Intellectual Property rights contained on the Site are reserved.
- 6.3. Licensee acknowledges that no ownership rights shall be accrued by using the Site or the Content.
- 6.4. Licensee may only reference Content in accordance with these Terms and where it does so, must clearly acknowledge the Site.
- 6.5. Any trademarks, logos, and service marks displayed on the Site are the registered and/or unregistered trademarks of Verbo. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to the Licensor, except to the extent permitted by clause 16 herein.
- 6.6. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any trademark without the Licensor's express written permission.
- 6.7. The Licensee agrees that damages may be an inadequate remedy to a breach of these Terms and acknowledges that Licensor will be entitled to seek injunctive relief if such steps are necessary to prevent violations of the Intellectual Property rights.

7. LICENCE

Verbo© Terms and Conditions Licensee for Account Holder v.008 May 2024

- 7.1. These Terms have been determined by the Master Agreement.
- 7.2. While the Licensee has access to the Site under a paid for licence, its Users may, during the term of the licence, access and browse the Site, and may download, save or print Content from the Site for personal use and always for non-commercial purposes.
- 7.3. Neither the Licensee, nor its Users, may copy, share, resell, modify, edit, reproduce or attempt to reverse engineer any of the Content on the Site at any time.
- 7.4. Neither the Licensee, nor its Users, may take any action that causes, or may cause, damage to the Site or impairment of the performance, accessibility or availability of the Site at any time.
- 7.5. Neither the Licensee, nor its Users, may use the Site or any of the Content for any unlawful, illegal or fraudulent purpose or activity.
- 7.6. Any use of the Site or the Content for any purpose not stipulated in these Terms is strictly prohibited.
- 7.7. The Licensee acknowledges that the Site constitutes valuable property assets of the Licensor embodying substantial creative efforts and significant expenditures of time and money. The Licensee shall ensure that:
 - 7.7.1. Only its permitted Users have access to the Site;
 - 7.7.2. All Users shall adhere to the terms of either the Verbo End User Licence Agreement (for Account Holders) provided at Annex B hereto, or the Verbo End User Licence Agreement embedded in the Verbo platform, as appropriate;
 - 7.7.3. Licensee must notify Licensor immediately if it becomes aware of any unauthorised use of the Site, or any unauthorised use of a User's registered details;
 - 7.7.4. Licensee acknowledges that each Site access granted, is for a single User, and that under no circumstances shall a User share the details of their registered account.
- 7.8. Licensor reserves the right to cancel Licensee's access if it has reason to believe any Users have shared their username and/or password.

8. FREE TRIAL PERIOD

- 8.1. During any free trial period, Licensee and its Users may access the Site and browse the Content only. No Content may be downloaded, saved or printed during a free trial period.
- 8.2. Except for the licence granted in 7.2 above, these Terms shall apply in full during any free trial period.
- 8.3. Licensee and its Users must cease use of the Site and the Content upon expiration of any free trial period.

9. RIGHT TO SUSPEND AND TERMINATE

- 9.1. Licensor reserves the right to suspend or terminate Licensee's use of the Site, at its sole discretion, and with immediate effect, if Licensee or any of its Users breach any of these Terms, at any time.
- 9.2. Licensee acknowledges that its access to the Site is reliant upon the continuation in full force and effect of the Master Agreement and in particular, payment of any licence fees by the Contracting Authority.
- 9.3. The Licensee's right to use the Site and the Users right to use the Site and any Content which has been downloaded, saved or printed, shall immediately cease upon termination of this licence or the Master Agreement. It is the Licensee's responsibility to ensure that the Master Agreement continues to be active and that accordingly, a valid licence remains in place while its Users continue to access the Site or use any of its Content.

10. VARIATIONS

- 10.1. The Master Agreement allows the Contracting Authority to request upgrades to the level of services and support being provided by the Licensor to the Licensee. Any changes that the Licensee requires in this respect must be effected via the Contracting Authority and not direct with the Licensor.

11. LIMITED LIABILITY

- 11.1. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded.
- 11.2. Licensor does not make any express or implied representation or warranty about, nor shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of the Site or the Content.
- 11.3. In no event will Licensor be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of, or reliance upon the Site or the Content.
- 11.4. These limitations and terms include (but are not restricted to) loss or damage the Licensee or its Users might suffer as a result of:
 - 11.4.1. Reliance on the completeness, accuracy, suitability or currency of information, Content, products or services, irrespective of any verifying measures taken by the Licensor (including third party material and advertisements);
 - 11.4.2. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third-party conduct, theft, destruction, alteration or unauthorised access to records;
 - 11.4.3. Accessing websites or servers maintained by other organisations through links on the Site. Links are provided for convenience only. Licensor does not endorse linked websites, nor the products and services to which they relate, and Licensee accesses them at its own risk.

12. LICENSEE INDEMNITY

- 12.1. Licensee hereby indemnifies Licensor from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by Licensee (or its Users), or Licensor as a direct or indirect consequence of using or attempting to use the Site or the Content, or for any breach by Licensee of these Terms.
- 12.2. Licensor is not responsible for, and expressly disclaims all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within the Site, or through use of the Content, products or services.

13. NO ASSIGNMENT, TRANSFER OR SUB-LICENCE

- 13.1. Licensee may not transfer, assign or sub-licence any of its rights or obligations under this Agreement to any other organisation or individual at any time.
- 13.2. Notwithstanding the permissions granted in clause 14 below, these Terms do not grant any third-party licences to use the Site or the Content.
- 13.3. Licensor may assign or transfer its obligations under these Terms at any time.

14. ADMIN USER PERMISSIONS

- 14.1. Admin Users (as defined in Annex A) may create Verbo account log-ins for pupils and young persons who attend the Licensee organisation and receive their SEN services. Admin Users may also create account log-

ins for the parents or carers of the pupils or young persons to whom the Licensee provides the SEN services.

- 14.2. In all cases, all Users for whom Verbo log-ins have been created by Licensee Admin Users, must agree and accept the terms of either the Verbo End User License Agreement (for Account Holders) at Annex B hereto, or the Verbo End User Licence Agreement provided on the Site, as appropriate.
- 14.3. Admin Users must liaise with the Account Holder to keep a record of all Users for whom Verbo account log-ins have been created. This record must be maintained and kept current, providing details of all Users who are linked to the Licensee and any who have ceased to be linked to the Licensee (e.g. pupils and their parents or carers who change schools), whether or not those Users intend to continue accessing Verbo in a new organisation.
- 14.4. The permissions granted by this clause 14 shall be subject always to the terms of this Licence Agreement.

15. NON-COMPETE

- 15.1. Unless agreed otherwise in writing by the Licensor, the Licensee shall not, during the term of the Master Agreement, and for a period of two years after its termination, directly or indirectly, within 100 miles of the Licensor's address, operate in any manner which can be reasonably construed as competing with the Licensor in the provision of the services offered by the Verbo platform.

16. MARKETING

- 16.1. The Licensor grants permission to the Licensee and the Licensee grants permission to the Licensor, subject to the terms of clause 5, to make reference to each other in their marketing material and on their websites for the purposes of marketing the Verbo platform. This permission extends to the use of the other's organisational logo for this purpose.

17. FEEDBACK

- 17.1. Licensor welcome enquiries or feedback on the Site. Licensor shall treat any information Licensee or its Users provide as non-proprietary and non-confidential.
- 17.2. Any information or feedback that the Licensee or its Users provide to the Licensor relating to the Site, shall immediately become the property of the Licensor.
- 17.3. Any modifications or improvements to the Content or Site that Licensor incorporates as a result of any feedback shall immediately become part of the Content. In the event that either the Licensee or one of its Users recommends any improvements or changes to the Verbo platform, they shall immediately relinquish all rights in any such recommendations or improvements and assign such rights on an exclusive basis to the Licensor in perpetuity without charge.
- 17.4. If Licensee has any questions or comments regarding the Site or the products and services Licensor provides, please email Licensor at hello@verboapp.co.uk

18. SURVIVAL

- 18.1. Clauses 5, 6, 7, 9, 11, 12, 15, 17, 18 and 19 herein shall remain in effect after termination of this Agreement.

19. APPLICABLE LAW

- 19.1. These Terms shall be construed in accordance with and governed by the laws of England and Wales. Licensees consent to the exclusive jurisdiction of the courts of England to determine any matter or dispute which arises between Licensor and Licensee.

Annex A (to Verbo Licence Agreement)

User Levels

When Verbo Users are signed up to access the platform, they are allocated a user level.

This may be a basic level, or it may include some administrative rights.

Where Users can do **all** of the following, they are known as Admin Users:

- Add pupils
- Add a parent or carer
- Complete a screener
- Select and outcome targets
- Access content (download and watch)
- Access an environment audit

Certain features on the platform can only be accessed by Users with administrative rights. The table below describes the different type of Users and what features are accessible to each:

User Description	Admin User	Rights/Access to Verbo Features	What the User Cannot Do
The Verbo Team (may also be referred to as Master Admin)	N/A	Can see all Users and activity Can set up all types of User Can offer calls in the in app calling calendar Can edit local information Can filter and pull data at wider geographical level across all Users Add any User onto the platform Add Organisations Set call quota for Organisations Set licence numbers for Contracting Authority Can add and edit all content	
Speech & Language Therapist(s)	Yes	Can see Users and activity in local regional area Can offer calls in the in app calling calendar Can book calls with Verbo SaLT Can set up all Users except Verbo Team Can edit local information Can filter and pull data at wider geographical level across schools/settingsthey are working in Can set up and edit multiple schools or settings (Nominated	Can't add or edit content Can't add Verbo team User Unable to view settings they are not working in

		Organisations), subject to permitted licenses agreed in contract Can be linked to more than one school setting Can turn off content	
Multi-Setting User - a person who has oversight of a collection of schools or other settings e.g. LA lead, Exec Head of Multi Academy Trust, etc.	Yes	Can see Users in local regional area Can edit local information Can filter and pull data at wider geographical level Add/edit schools or settings (Nominated Organisations), subject to permitted licences agreed in contract Can access all content Can turn off content	Can't add or edit content Unable to view settings outside geographical region
Verbo Setting Lead - e.g. SENCo/Deputy Head	Yes	Can add other Verbo Setting Leads and Teacher/Support Staff/Practitioner Can see all Users in an individual setting Can book calls within app Can filter and pull data for individual setting Can access all content Can allocate Teacher/Support Staff/Practitioner to specific pupils	Can't add or edit content
Teaching/Support Staff/Practitioner	Yes	Can add and edit pupils, including providing a Young Person log-in Can add and edit parent log ins Can see pupils they are assigned to by Verbo Setting Lead Can book calls within app	Can't add or edit content Cannot see activity completed by other staff in their setting
Parent/Carer	No	Can see targets that have been selected for a specific Pupil Can see content related to selected targets Can outcome progress towards a target (this does not impact target status) Can write a comment about a target	Can't add or edit content Can't add or edit Users Can't view data reporting Cannot see activity completed by other
Pupil/Young person	No	Can complete their own screener Can see all possible targets after completing screener	Can't add or edit content Can't add or edit Users Can't view data reporting

		Can see targets that have been selected for them Can see post-16 relevant content related to selected targets	Cannot see activity completed by other
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Annex B
(to Verbo Licence Agreement)

VERBO END USER LICENCE AGREEMENT (FOR ACCOUNT HOLDERS)

[Explanatory Note: this Agreement forms part of the Verbo Licence Agreement and is for all Account Holders to sign instead of the standard End User Licence Agreement (EULA). Like that EULA, it will be provided as 'click through terms' on the Verbo website]

These additional Terms and Conditions (**Further Terms**) govern your own use of our Verbo website (**Site**) and form a binding contractual agreement between the Verbo user (**You**) and Verbo (**Us**).

These Further Terms are important and You should ensure that you read them carefully and contact Us at hello@verboapp.co.uk if You have any questions before using our products or engaging our services.

As an Account Holder for a Nominated Organisations, you are required to accept the Verbo Licence Agreement on behalf of the Nominated Organisation for whom you work. These Further Terms constitute the entire and only agreement between You as an individual User, in your personal capacity, and Us.

1. ACCEPTANCE OF FURTHER TERMS

- 1.1. By accessing, downloading, using or saving any part of the products and services offered on our Site, You agree to be bound by these Further Terms, which You acknowledge that You have read and understood.
- 1.2. We may change all or part of these Further Terms at any time. If we do, the new terms and conditions will be posted on our Site. Your continued use of the Site will constitute your acceptance of any changes. If You object to any changes to the Further Terms, your only remedy is to immediately discontinue your use of the products and/or services.

2. GENERAL DISCLAIMER

- 2.1. The products and services on our Site are intended for education and information purposes only. Nothing on this Site, or any of the content provided to You by Us during our provision of the products and/or services offers any guarantee of improvement in any condition, medical or otherwise.
- 2.2. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that You will achieve the same or similar results.
- 2.3. We do not guarantee the completeness or accuracy of material used on our Site, nor that it will remain up to date.
- 2.4. We do not guarantee that the Site will remain available.
- 2.5. We are not responsible for any network issues relating to access of our Site. Please refer to our [Network Requirements Policy](#) for information.

3. REGISTERING YOUR DETAILS

- 3.1. Before you access our products and/or services, You must register a Verbo Setting Lead user account with Us.
- 3.2. Your user account must be registered using the email address provided to You by the organisation who pays the Verbo licence fee. This may be your employer or it may be another organisation that has purchased a licence for your employer to use.

- 3.3. You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform Us of any changes to your registration information.
- 3.4. We may at any time request a form of identification to verify Your identity.
- 3.5. We will treat any personal information You provide Us strictly in accordance with our [Privacy Notice](#);
- 3.6. You are a registered user of this this Site, You acknowledge and agree that:
 - 3.6.1. You are solely responsible for protection and confidentiality of any password or user identification that may be issued to You from time to time (**Password**);
 - 3.6.2. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
 - 3.6.3. You will immediately notify Us if your Password is lost or becomes known to any other person;
 - 3.6.4. You are solely responsible for all access to and use of this Site via your Password, whether such access or use is by You or any other person;
 - 3.6.5. Any information or feedback You provide to Us relating to the Site, immediately becomes our property;
 - 3.6.6. We may contact you with news relating to Verbo to include general communications, feature updates and usage advice;
 - 3.6.7. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify Us immediately if You become aware of any unauthorised use of your registered details;
 - 3.6.8. The Site access You have been given is for one user only. You will not let any other person use your Password to access the Site. We reserve the right to cancel your access if we have reason to believe You have shared your username and/or Password.

4. CONFIDENTIALITY AND DATA PROTECTION

- 4.1. By using our products and/or services and our Site, You agree to respect our confidential and proprietary information and ideas, (collectively, **Confidential Information**) and specifically, You agree:
 - 4.1.1. That all materials and information provided to You by Us, whether via the Site or by other means, are our confidential, proprietary information and intellectual property and belong solely and exclusively to Us;
 - 4.1.2. That You may not share any Confidential Information with any other party except as authorised by Us;
 - 4.1.3. That if You violate, or threaten to violate, the obligations contained in this clause, we will be entitled to, among other things, injunctive relief to prohibit such violations.
- 4.2. You recognise and acknowledge that as a Verbo Setting Lead User, you will undertake the role of a Data Controller under the General Data Protection Regulation (GDPR) for the organisation where you work. In this role you have responsibilities to protect all Personal Data as defined in the GDPR and You undertake to familiarise yourself with those requirements and seek the advice of your organisation's Data Protection Officer for guidance where necessary.
- 4.3. This clause shall survive termination of these Further Terms.

5. INTELLECTUAL PROPERTY

- 5.1. All material on our Site, including, but not limited to, video, audio and/or written text, course content, graphics, layout and appearance, information architecture and coding (**Content**), constitutes our Intellectual Property.
- 5.2. All the Intellectual Property Rights contained on our Site are reserved.
- 5.3. You may access, download, browse, save or print our Content for personal use and for non-commercial purposes only. Any other purpose constitutes a violation of our Intellectual Property Rights and is strictly prohibited.
- 5.4. You acknowledge that You do not acquire any ownership rights by using the Site or our Content.

- 5.5. You may only reference our Content in accordance with these Further Terms and where You do so, You must clearly acknowledge our Site.
- 5.6. Any trademarks, logos, and service marks displayed on our Site are the registered and/or unregistered trademarks of Verbo. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Verbo.
- 5.7. Nothing contained on this Site should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any trademark without our express written permission.
- 5.8. You agree that damages may be an inadequate remedy to a breach of these Further Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of our Intellectual Property Rights.
- 5.9. This clause shall survive termination of these Further Terms.

6. LICENCE

- 6.1. The term of your licence shall be determined by the organisation responsible for paying the licence fees.
- 6.2. Where You have access to the Site under a paid for licence, You may, during the term of your licence, access and browse the Site and You may download, save or print the Content from the Site for your personal use and for non-commercial purposes.
- 6.3. You agree not to copy, share, resell, modify, edit, reproduce or attempt to reverse engineer any of the Content on the Site at any time.
- 6.4. You may not take any action that causes, or may cause, damage to the Site or impairment of the performance, accessibility or availability of the Site at any time.
- 6.5. You agree not to use the Site or any of the Content for any unlawful, illegal or fraudulent purpose or activity.
- 6.6. Any use of the Site or the Content for any purpose not stipulated in these Further Terms is strictly prohibited.

7. FREE TRIAL PERIOD

- 7.1. During a free trial period, You may access the Site and browse the Content only. You may not download, save or print any of the Content during a free trial period.
- 7.2. Except for the licence granted in 6.2 above, these Further Terms shall apply to You in full during any free trial period.
- 7.3. You must cease use of the Site and the Content upon expiration of any free trial period.

8. RIGHT TO SUSPEND AND TERMINATE

- 8.1. We reserve the right to suspend or terminate your use of the Site, at our sole discretion, and with immediate effect, if You breach any of these Further Terms, at any time. This may also affect the rights of your employer, subject to the terms of our agreement with them.
- 8.2. You acknowledge that your access to our Site is linked to your employment and that your employer is responsible for paying a licence fee. You must cease all use of our Site upon suspension or termination of your employment.
- 8.3. Your right to use the Site and any Content which you have downloaded, saved or printed, will immediately cease upon termination of the licence under which you have been granted access to Verbo. This licence may be with your employer, or another organisation that has purchased a licence for your employer to use. It is your responsibility to ensure that the organisation continues to have a valid licence in place while You continue to access the Site or use any of its Content.

9. LIMITED LIABILITY

- 9.1. The disclaimers, liability limitations and indemnities within these Further Terms do not exclude rights that by law may not be excluded.

- 9.2. We do not make any express or implied representation or warranty about, nor shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site or the Content.
- 9.3. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of, or reliance upon our Site or the Content.
- 9.4. These limitations and terms include (but are not restricted to) loss or damage You might suffer as a result of:
 - 9.4.1. Reliance on the completeness, accuracy, suitability or currency of information, Content, our products or services, irrespective of any verifying measures taken by Us (including third party material and advertisements);
 - 9.4.2. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third-party conduct, theft, destruction, alteration or unauthorised access to records;
 - 9.4.3. Accessing websites or servers maintained by other organisations through links on our Site. Links are provided for convenience only. We do not endorse linked websites, nor their products and services and You access them at your own risk.

10. YOUR INDEMNITY

- 10.1. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by You or Us as a direct or indirect consequence of using or attempting to use our Site or our Content, or for any breach by You of these Further Terms.
- 10.2. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, or through use of our Content, products or services.

11. NO ASSIGNMENT, TRANSFER OR SUB-LICENCE

- 11.1. You may not transfer, assign or sub-licence your user access to any other person at any time.
- 11.2. Notwithstanding the permissions granted in clause 12 below, these Terms do not grant any third-party licences to use our Site or the Content.
- 11.3. We may assign or transfer our obligations under these Further Terms at any time.

12. ADMIN USER PERMISSIONS

- 12.1. Different users of the Verbo Site will be granted different levels of access. Some users will be given Admin User status. There are various different Admin User Levels and these are detailed in Appendix 1 to this Verbo End User Licence Agreement (for Account Holders).
- 12.2. You have been given access to our Site as a Verbo Setting Lead. You may create Verbo account log-ins for staff who work in your organisation, for pupils and young persons who attend the organisation where you work, and to whom Your organisation provides SEN services. You may also create account log-ins for the parents or carers of the pupils or young persons to whom Your organisation provides the SEN services.
- 12.3. You have a responsibility under these Terms to keep a record of all Admin Users and other users for whom you create Verbo logins, and to liaise with all other users in your organisation who have Verbo Setting Lead access level and/or Account Holder status, in order to ensure that the licence obligations of your Nominated Organisation are fulfilled. The records You produce must be maintained and kept current, providing details of all users who are linked to Your organisation and any who have ceased to be linked to Your organisation,

(e.g. pupils and their parents or carers who change schools), whether or not those users intend to continue accessing Verbo in a new organisation or not.

12.4. The rights granted by this clause 12 shall be subject always to the terms of this Agreement.

13. APPLICABLE LAW

13.1. These Further Terms shall be construed in accordance with and governed by the laws of England and Wales. You consent to the exclusive jurisdiction of the courts of England to determine any matter or dispute which arises between us.

14. YOUR FEEDBACK

14.1. We welcome enquiries or feedback on our Site. We shall treat any information You provide Us as non-proprietary and non-confidential.

14.2. Any modifications or improvements to the Content or Site that we incorporate as a result of your feedback shall immediately become part of our Content.

14.3. If You have questions or comments regarding this Site or the products and services we provide, please email us at hello@verboapp.co.uk

Annex C
(to Verbo Licence Agreement)
VERBO DATA PROCESSING AGREEMENT

[Explanatory Note: This Agreement forms part of the Verbo Licence Agreement between the Nominated Organisation (Licensee) and the Service Provider (Licensor).]

This agreement shall be binding on both parties subject only to where there is formal contract with consideration in place between said parties as required under Article 28(3) of the UK GDPR

1. Status of the Controller

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where there other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex C1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

2.1 Where a Party is a Processor, the only processing that it is authorised to do is listed in *Annex C1 (Processing Personal Data)* by the Controller.

2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation

2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

3. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex C1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in with the Contract (and in particular Annex C1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
4. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
5. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
6. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
7. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

8. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
9. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
10. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
11. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
12. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
13. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
14. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract.
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex C1 (*Processing Personal Data*).
15. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
16. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

- 17.** Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - i. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - ii. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 18.** Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 19.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex C1 (*Processing Personal Data*).
- 20.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex C1 (*Processing Personal Data*).
- 21.** Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex C1 - Processing Personal Data

The requirements as identified in this Annex shall be completed by the Controller, however any change to the content of this Annex shall be subject to mutual agreement between the Relevant Authority and Verbo (as supplier), in so much as functional and technical constraints permit.

The contact details of the relevant authorities DPO or designated responsible manager must be provided to the processor upon request, if required.

The contact details of the Supplier’s Data Protection Officer are: [David Waters \(huh-tr.ig@nhs.net\)](mailto:huh-tr.ig@nhs.net)

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>Verbo (as supplier) is the Controller of Client contact data.</p> <p>The Client is Controller and the supplier is Processor of patient data.</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Client/Licensee is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>The scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority</i></p> <ul style="list-style-type: none"> • Adult name • Adult job role • Adult email address • Child name • Child DoB • Class • Key Stage • Year Group • Parent/carer name • Parent/carer email • Name of school/place of work
Processor Data Protection Registration	Z5917319 (Tier 3)

Duty of Confidence	All NHS workers are contractually bound by the duty of confidence
Lawful Basis for processing	<p><u>Lawful basis for Verbo processing Client and Client Patient information as follows:</u></p> <p>Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:</p> <ul style="list-style-type: none"> (a) Processing of your information as a trial user: Article 6(1)(a) ‘CONSENT’, <i>You are able to remove your consent at any time - you can do this by contacting – hello@verboapp.co.uk</i> However, if Client Patient Data is added to the platform during a trial, this would be processed under Article 6(1)(e) ‘PUBLIC TASK’ and Article 9(2)(h) ‘Provision of healthcare and management of healthcare systems’. (b) Processing your information as a Client (as licensee): Article 6(1)(b) ‘CONTRACT’. (c) Sharing your information with Blum Health – Article 6(1)(b) CONTRACT (d) Sharing your information with Consilium Marketing – Article 6(1)(a) ‘CONSENT’ (e) Processing Client Patient Health Information – Articles 6(1)(b) ‘CONTRACT’, 6(1)(e) ‘PUBLIC TASK’, Article 9(2)(h) - <i>provision of healthcare and management of healthcare systems</i> <p>It should be noted that the Client as licensee, or trial user, is controller and is responsible for deciding what lawful basis, they are processing patient data under for the Verbo Service.</p>
Duration of the Processing	The duration of the processing will be for the full term of the contract, it will commence upon signature of the contract
Nature and purposes of the Processing	<p>Within the platform the organisation have the ability to:</p> <ul style="list-style-type: none"> • Screen a child’s communication needs • Allocate individual targets • Access resources to work towards targets • Track progress towards targets

Type of Personal Data	<ul style="list-style-type: none"> Adult name Adult job role Adult email address Child name Child DoB Class Key Stage Year Group Parent/carer name Parent/carer email Name of school/place of work
Categories of Data Subject	School Staff, Pupils (Patients), Parents/Guardians, Assigned health professionals
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	<p><i>The Homerton Verbo Service Personal Confidential Data retention policy aligns to the NHS Records Management Code of Practice</i></p> <p>Records Management Code of Practice - NHS Transformation Directorate (england.nhs.uk)</p>

Contract Acceptance

It should be noted that upon either signing up to a trial or becoming a Client of Verbo as a Licensee, in so doing, any individual or organisation is confirming acceptance of this contract in full and the addended Data Processing Agreement, and that the terms and conditions herein are binding in law for the term of the agreement.