

## VERBO END USER LICENCE AGREEMENT

**[Explanatory Note: this Agreement is for all Users of Verbo to sign as ‘click through terms’ upon first access to the website.]**

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

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

These Terms constitute the entire and only agreement between You and Us 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 our Site, You agree to be bound by these Terms, which You acknowledge that You have read and understood.
- 1.2. We may change all or part of these 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 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 user account with Us.
- 3.2. Your user account must be registered using the email address and/or log in details provided to You by the organisation who pays the Verbo licence fee. This may be your employer, another organisation that has purchased a licence for your employer to use, your school (if You are a pupil or a young person), or the school of the person you parent or care for.
- 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. If You are a registered user of 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

- 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. This clause shall survive termination of these 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 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 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 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 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 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 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, another organisation that has purchased a licence for your employer to use, your school (if You are a pupil or a young person), or the school of the person you parent or care for. 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 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 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 Terms at any time.

## 12. ADMIN USERS

- 12.1. Different users of the Verbo Site will be granted different levels of access. Some users will be given **Admin User** status. If You have been given access to our Site as an Admin User, You will be able to create Verbo account log-ins for pupils and young persons who attend the organisation where you work, and to whom Your organisation provides SEN services. You may also be able to create account log-ins for the parents or carers of the pupils or young persons to whom Your organisation provides the SEN services. You will know which access level You have from Your user description on the Site, but the Admin User Levels are also detailed in Appendix A to this Verbo End User Licence Agreement.

- 12.2. In all cases, any users for whom You create Verbo log-ins, must also agree and accept the terms of this End User License Agreement.
- 12.3. If You are an Admin User, You must liaise with the Verbo Setting Lead in Your organisation (or their successor) and keep a record of all other Users who You create Verbo account log-ins for. This record 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 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](mailto:hello@verboapp.co.uk)

## Appendix A to Verbo End User 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't add or edit content Can't add Verbo team User Unable to view settings they are not working in

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

Pupil/Young person	No	<p>Can complete their own screener</p> <p>Can see all possible targets after completing screener</p> <p>Can see targets that have been selected for them</p> <p>Can see post-16 relevant content related to selected targets</p>	<p>Can't add or edit content</p> <p>Can't add or edit Users</p> <p>Can't view data reporting</p> <p>Cannot see activity completed by other</p>
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