



Part of  **wonde**

This Agreement details the terms and conditions upon which Wonde Limited (“Wonde”) grants a school or other institution (“School”) a licence to use Wonde’s TestRegister platform at <https://testregister.co.uk/> (“Website”). By subscribing to and/or using the Website, the School agrees to the following terms.

1. LICENCE

- 1.1. Subject to the School paying the annual subscription and the other terms and conditions of this Agreement, Wonde grants to the School a non-exclusive, non-transferable licence to use the Website.
- 1.2. The School’s access to and use of the Website is conditional on the School’s acceptance and compliance with the terms, conditions, notices and disclaimers contained within this Agreement and the Website.
- 1.3. The School’s access to and use of Wonde constitutes its agreement to be bound by the terms of this Agreement. If the School does not agree to any of the terms set out in this Agreement, then the School must immediately cease using the Website.
- 1.4. Wonde reserves the right to revise and update this Agreement at any time effective on the date of posting to the Website the new and/or revised terms.

2. WEBSITE

- 2.1. Subject to the School paying the annual subscription and the other terms and conditions of this Agreement, Wonde shall the School provide access to the Website for the Initial Term and any subsequent Renewal Period pursuant to clause 8 below.
- 2.2. Wonde shall use commercially reasonable endeavours to make the Website available 24 hours a day, seven days a week, except for any required maintenance.
- 2.3. Wonde shall provide online support only to Schools between the hours of 9am - 5pm on working days only.
- 2.4. Wonde undertakes that the services it provides in relation to the Website will be performed with reasonable skill and care.
- 2.5. Wonde does not warrant that: (i) the School’s use of the Website will be uninterrupted or error-free; (ii) the Website or the related services will be free from vulnerabilities or viruses. Further Wonde is not responsible for any

delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the School acknowledges that the Website and the related services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 2.6. This Agreement shall not prevent Wonde from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

3. SCHOOL OBLIGATIONS

- 3.1. The School shall provide Wonde with: (i) all necessary cooperation in relation to this agreement; and (ii) all necessary access to such information as may be required by Wonde.
- 3.2. The School shall comply with all applicable laws and regulations with respect to its activities under this Agreement.

4. CHARGES

- 4.1. The School shall pay the subscription fees to Wonde on an annual basis (unless agreed otherwise by Wonde in writing).
- 4.2. The School shall be liable to pay the subscription fees as soon as the School has started using the Website to organise and manage its Covid-19 testing programme (“**Effective Date**”) notwithstanding if the School ceases to use the Website at any time from such point and prior to the expiration of the term of this Agreement. Wonde shall have the right to invoice the School 7 days after the Effective Date and the School shall comply with the payment terms contained on such invoice.
- 4.3. The subscription fees shall be notified to the School in writing (either on the Website or otherwise in writing) from time to time. Wonde reserves the right to increase the subscription fees for any subsequent Renewal Periods.
- 4.4. In addition to the subscription fees the School shall be liable for any additional charges relating to any text messaging functions (to the extent these are made available by Wonde) that the Schools chooses to use from time to time. These charges will vary from time to time given these are dependent on the charges of third party communication providers. Wonde shall use reasonable endeavours to notify the School of these charges from time to time on its Website. By continuing to use the Website the School agrees and undertakes to pay to Wonde such charges from time to time. Wonde shall have the right to invoice the School for these additional

charges on a monthly basis and the School shall have 14 days to settle such outstanding charges.

- 4.5. If Wonde has not received payment from the School for the subscription fees then Wonde shall have the right to:
 - 4.5.1. without liability to the School, disable the School's password, account and access to all or part of the Website and Wonde shall be under no obligation to provide any or all of the related services and/or access to the Website while any due amounts concerned remain unpaid; and/or
 - 4.5.2. terminate this Agreement.
- 4.6. Interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of Wonde's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 4.7. All amounts and fees stated or referred to in this Agreement:
 - 4.7.1. shall be payable in pounds sterling;
 - 4.7.2. are non-cancellable and non-refundable;
 - 4.7.3. are exclusive of value added tax, which shall be added to the Wonde's subscription fees at the appropriate rate.
- 4.8. For the avoidance of doubt, once a subscription is taken out by a School, no refunds will be offered.

5. IP

- 5.1. The School acknowledges and agrees that Wonde owns all intellectual property rights in the Website and related Services. Except as expressly stated herein, this Agreement does not grant the School any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Website or related services

6. ACCESS TO AND USE OF THE WEBSITE

- 6.1. The School must not (and it must procure that any of its users must not) access or use the Website or the content in any manner or for any purpose which:
 - 6.1.1. is illegal or prohibited by any laws that apply to the School or any user;
 - 6.1.2. violates Wonde's rights in any way;
 - 6.1.3. is prohibited by the Agreement.

- 6.2. The School must take its own precautions to ensure that the process, which it employs for accessing the Website does not expose either the Website to the risk of viruses, malicious computer code, or other forms of interference, which may damage their own computer system or mobile device. We do not accept responsibility for any interference or damage to users' own computer systems, mobile devices or data, which arises in connection with their access and/or use of the Website.

7. DATA PROTECTION

- 7.1. The School confirms and agrees that for the purpose of the Website and related services it is the data controller and that Wonde is the data processor. Further the School confirms that in consideration of Wonde continuing to act as a data processor that the School has agreed to the latest version of the Data Handling Agreement contained <https://www.wonde.com/downloads/Wonde%20-%20Data%20Handling%20Agreement.pdf>.
- 7.2. The School shall be responsible for managing data subjects' requests or enquiries or any other purported exercise of such data subjects' rights in respect of the Website. Wonde shall have the right to remove any personal data upon the School's request.
- 7.3. The School warrants that it shall comply with this clause 7 and that it is ultimately responsible for obtaining and maintaining the lawful and fair basis for its staff, students, parents or any other individuals related to that School to use the Website and shall indemnify Wonde for any loss suffered by Wonde whatsoever (including all costs, fines, losses, expenses incurred in relation to such loss) for any breach of this warranty.

8. TERM

- 8.1. This Agreement shall unless otherwise terminated as provided in this clause 8 shall commence on the Effective Date and shall continue for 12 months ("**Initial Term**") and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"), unless:
 - 8.1.1. either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
 - 8.1.2. otherwise terminated in accordance with the provisions of this Agreement.
- 8.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 8.2.1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

- 8.2.2. the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1. Although Wonde has no reason to believe that any information contained within the Website is inaccurate, Wonde does not warrant the accuracy, adequacy or completeness of the information.
- 9.2. Wonde does not accept responsibility for loss suffered as a result of the School or any other person's reliance on the accuracy or currency of information contained in the Website. Wonde and its directors, officers, agents, employees and contractors do not guarantee or warrant the Website will be uninterrupted, without delay, error-free, omission-free, or free of viruses. The content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.
- 9.3. To the extent lawfully permitted, neither Wonde, nor its directors, officers, agents, employees or contractors will be liable for any loss or damage, howsoever arising (whether in negligence or otherwise) in connection with the School's or any end user's use of, and/or access to the Website or any omissions from any content.
- 9.4. Wonde's total liability in respect of any liability arising from this Agreement shall be limited to the amount of fees received from the School.

10. INDEMNITY

The School shall indemnify Wonde and our directors, officers, agents, employees and contractors and keep such persons indemnified against all losses, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by the School of the terms of this Agreement.

11. GENERAL

- 11.1. If any of the terms of this Agreement are held to be unenforceable, invalid or illegal for any reason, the remaining terms will nevertheless continue in full force.
- 11.2. Wonde shall have no liability to the School or any other person under this Agreement if Wonde is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the School is notified

(including by Wonde updating its Website to that effect) of such an event and its expected duration.

- 11.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 11.4. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.5. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party agrees England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).