

END USER TERMS

Last updated: 6 October 2023

These terms and conditions (**terms**) govern how we, **STEINER WALDORF SCHOOLS FELLOWSHIP LIMITED** of Salisbury, Salisbury & Co Irish Square, St. Asaph, Denbighshire, Wales, LL17 0RN (**SWSF, we, us, our**) provide our Platform, Digital Planning Tool, Licensed Content and other services (each, a **service**) to our users (**you, your, user**). Unless the context otherwise requires, capitalised and other expressions used in these terms shall have the meaning as defined at the end or elsewhere in these terms.

YOUR ATTENTION IS DRAWN TO CLAUSES 7, 9 and 10 ABOUT OUR OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS, RESTRICTIONS AND LIMITATION OF LIABILITY.

1. Our terms apply

- 1.1 In exchange of mutual promises the value of which is hereby acknowledged, the parties agree to these terms. You must comply with our terms prior to any use of our service. If you do not agree with our terms, you must not access or use our service. You are responsible for ensuring that all persons who access our service through your internet connection are aware of these terms, and that they comply with them.
- 1.2 Additional terms and conditions may apply to you as explained in the "Third party terms and conditions may apply" section below.
- 1.3 By accessing or using our service you agree and accept these terms in your personal capacity. In addition, where you are accessing, our service on behalf of a School or another corporate customer (for example, your employer), you represent and warrant that you are authorised and that you hereby accept and agree to these terms for and on behalf of that School or corporate customer which shall be bound by these terms, and **you, your** and **user** shall be construed accordingly.
- 1.4 We may amend these terms from time to time. We will notify you of any significant changes. However, by continuing to access or use our service, you agree to be bound by our latest terms.
- 1.5 You represent that you are over the age of 18 and you must not access our service if you are not.

2. Your user account

- 2.1 Before you start using our service, you must set up your user account and provide certain information about yourself.
- 2.2 We will rely that the information provided by you is true, accurate and complete, and you shall let us know if there are any changes.
- 2.3 You must safeguard your account access credentials and not share them with anyone or otherwise facilitate any third party's access to our services.

3. Your responsibilities

- 3.1 You agree that you are solely responsible for:
 - (a) not using our service for any prohibited or unlawful use;
 - (b) complying with applicable laws in relation to your activities under these terms;
 - (c) complying with our user manual and instructions in relation to the use of our services;
 - (d) the security and confidentiality of your account access credentials and you must let us know without delay if you suspect that your account access credentials are known to another person or have otherwise been compromised;
 - (e) securing your device by appropriate means such as antivirus, antimalware, firewall and other appropriate security measures;
 - (f) ensuring that the device used to access our service is owned or leased by you, the School or our corporate customer, that it meets minimum hardware requirements, is appropriately configured and secured, is connected to an appropriate network, and is always updated to the latest version of its operating system and other critical software;
 - (g) providing us with all co-operation, assistance and access to information in a timely manner, as we may reasonably require in relation to these terms;
 - (h) all costs and expenses you may incur in relation to your use of our service; and
 - (i) other responsibilities set out in these terms and other matters within your control.

3.2 You warrant, represent and undertake to SWSF that (i) you have full capacity and authority to enter into these terms; and (ii) these terms constitute your legal, valid and binding obligations.

4. Licence to use the Digital Planning Tool

4.1 Subject to your Subscription and SWSF's agreement with the School, SWSF hereby grants you a non-exclusive, non-transferable right, without the right to grant sublicences, for the Term to use the Digital Planning Tool and the Licensed Content via the Platform (including the designated features which are available to you from time to time as reasonably envisaged by us) solely for your own non-commercial educational information purposes of assisting you (subject to your compliance with these terms) to plan lessons, create bespoke educational plans for individual students in line with the principles of the Waldorf curriculum (together, the "**Permitted Purpose**").

4.2 For the avoidance of doubt, you shall have no rights to access or use the object code or source code of the Platform or Digital Planning Tool.

4.3 For the avoidance of doubt, you can only use our service if you are a teacher of the School on an employment basis. If you are a teacher of the School on a freelance basis or if you are any other employee, officer, contractor, agent or representative of the School, you must seek our prior written approval before accessing our service.

4.4 As part of the Permitted Purpose and without prejudice your obligations and restrictions set out in these terms, you may download (via the Digital Planning Tool) copies of extracts of the Licensed Content for the Permitted Purpose to:

- (a) store such copies in the School's secure systems;
- (b) publish such copies on the School's official website provided that each published content is marked by a copyright notice in the form "copyright Steiner Waldorf Schools Fellowship Ltd 2022" or "copyright SWSF 2022"; and
- (c) use such copies to provide their "curriculum" to the School's regulator or public authority involved in the education sector (where lawfully requested by such regulator or authority), parents, guardians or carers of students enrolled at the School.

4.5 Other than that, you are not permitted to publish, disclose, use to create derivative works or otherwise use in whole or in part any Licensed Content or material published in or generated by our service. You must not modify any copies of any Licensed Content or materials you have downloaded in any way, and you must not use any such materials separately from any accompanying materials or text.

4.6 You acknowledge and agree that the Digital Planning Tool (including the Licensed Content) is licensed and not sold and you receive no title, right or interest other than the limited licence granted to the School under clause 4.1.

4.7 SWSF reserves the right to monitor the usage by you (by way of audits, by remote technical means, real-time access to usage data and activity records, and otherwise) during the Term for the purpose of (among others) ensuring compliance with these terms. Any audit may be carried out by SWSF or a third party authorised by SWSF.

5. Service availability, change and support

5.1 Each service and Third Party Content is provided on an 'as is' basis and neither we nor any third party makes any representation or gives any warranty or guarantee, whether express or implied, that any service is available, compatible, error-free, accurate, complete, timely, consistent, risk-free, of good quality or fit for any purpose.

5.2 All warranties, conditions, representations and guarantees and all other terms of any kind whatsoever implied by statute or common law are to the fullest extent permitted by applicable law excluded from these terms.

5.3 You assume sole responsibility for the use of our service, the reliance you place on the same and any results or outputs received and any judgments or conclusions drawn from such use, results or reliance.

5.4 We shall not be responsible for, or have any liability in relation to interruptions, problems, delays, or any other loss or damage relating to or resulting from the network connections or telecommunications links from your systems to our service including the internet, and you acknowledge that the service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.5 We reserve the right to amend, modify, discontinue or remove any service, content or feature at any time and you should not rely on any service as a permanent source of information or

utility. However, we shall use reasonable endeavours to ensure that any modification does not adversely affect your use of the Digital Planning Tool.

- 5.6 We may provide support services as agreed with the School. We may amend such support in our sole and absolute discretion from time to time. Except as agreed with the School, you shall not be entitled to any support services.

6. School Materials, your Feedback and other content

- 6.1 You hereby grant (on your behalf and on behalf of the School) to SWSF a non-exclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual, irrevocable right to use the School Materials and your Feedback to carry out its obligations under these terms and for its own internal business purposes of developing and improving its services and content, without prejudice to clause 7.4.

- 6.2 You represent and warrant on a continuous basis that:

- (a) you (or the School) have all necessary rights, title, interest and authority to lawfully grant the licence in clause 6.1;
- (b) all School Materials and your Feedback comply with applicable laws and are of reasonable reliability, accuracy and quality as is necessary for the purposes envisaged under these terms;
- (c) all School Materials and your Feedback comply with our content standards set out at clause 9.4; and
- (d) the use of School Materials and your Feedback by SWSF in accordance with these terms will not infringe any law, contract or third party right including any Intellectual Property Right.

- 6.3 We reserve the right, but shall have no obligation, to remove and/or modify any of your content which does not comply with our terms and suspend or limit your use of our service.

- 6.4 We may need to disclose your identity to any third party who is claiming that your content constitutes a violation of their Intellectual Property Right, right to privacy or other right.

- 6.5 We do not backup all content and information regularly and we do not guarantee there will be no loss or corruption of data.

7. Intellectual Property Rights

- 7.1 You acknowledge that, except in relation to the School Materials (other than in accordance with clause 7.4), the information within and relating to the Platform, the Digital Planning Tool and Licensed Content is confidential and contains proprietary data belonging to SWSF (or its suppliers or third party licensors) and that the presence of copyright notices on any medium containing information supplied by SWSF (or its suppliers or third party licensees) does not constitute publication or otherwise impair the confidential nature thereof.

- 7.2 You shall:

- (a) take reasonable steps to ensure that you use our services in accordance with these terms;
- (b) comply with the School's reasonable measures necessary to safeguard SWSF's ownership and the confidentiality of the Platform, the Digital Planning Tool and Licensed Content; and
- (c) cooperate with SWSF in the enforcement of compliance with these terms and safeguarding of its and its licensors' confidentiality and Intellectual Property Rights.

- 7.3 You acknowledge and agree that the skills, know-how and methodologies utilised by SWSF together with the Digital Planning Tool, the Platform and Licensed Content and its associated code and means of delivery constitute valuable Confidential Information of SWSF (and/or the relevant SWSF supplier or third party licensor) and you acknowledge and agree that all and any Intellectual Property Rights in the Digital Planning Tool, Licensed Content and the Platform shall remain the sole property of SWSF (and/or the relevant SWSF third party licensor). You shall gain no right, title or interest in the Licensed Content, the Digital Planning Tool, the Platform, the skills, know-how and methodologies by virtue of these terms other than the limited licence granted to you under clause 4.1.

- 7.4 Without limiting the foregoing, you acknowledge and agree further that all Intellectual Property Rights in any Feedback shall at all times (as between SWSF and you) vest in SWSF and you hereby assign all Intellectual Property Rights in such Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to SWSF from the date that such Intellectual Property Rights arise.

- 7.5 You hereby waive any moral rights and any broadly equivalent rights granted anywhere in the world that may subsist in any part or all of any Feedback.
- 7.6 If requested to do so by SWSF, you shall, without charge to SWSF, execute all documents and do all such acts as SWSF may require to perfect any assignment of rights to SWSF under these terms.
- 7.7 You acknowledge that SWSF, via the Platform, collects information about you, including the number and frequency of logins, details of the accessing device, online behavioural data and other usage data (collectively, "**Usage Data**"). All rights in and to the Usage Data shall be the property of SWSF. Nothing in these terms shall prevent SWSF from accessing and using such Usage Data in a lawful manner including to identify unauthorised use, calculate payments due from the School or monitor patterns of usage to improve the Platform and the Digital Planning Tool.

8. Information you can access in our service

- 8.1 Although we make reasonable efforts to update the information in each service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, up to date, relevant, fit for purpose, based in fact or error-free and must not be relied upon.
- 8.2 The information in our service is provided 'as is' for general information only and without taking into account your personal circumstances. It is not intended to amount to advice or a call to action or inaction on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of our information.
- 8.3 Our service may include information provided by third parties. Such information is not verified or approved by us and you could be exposed to objectionable information. The views expressed by third parties in the service do not represent our views or values.
- 8.4 All information in our service is indicative and subject to change without notice and may be out of date at any given time.
- 8.5 To the extent permitted by law, neither we nor any third party shall be responsible for any loss or damage that you may incur, either directly or indirectly, arising from any action or inaction that you take or do not take based on any information provided by us or any third party in our service.

9. Prohibited acts

- 9.1 You must not use our service in any way that:
- (a) causes loss or damage to our user, service or us;
 - (b) gives rise to liability;
 - (c) is in any way excessive or causes a material degradation in our service; or
 - (d) makes any alteration to our service.
- 9.2 You must not conduct, instigate or authorise any:
- (a) text or data mining or scraping in relation to our service including by way of any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our service, and we expressly reserve such use of our works and the works of our licensors;
 - (b) automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations;
 - (c) attempt to gain unauthorised access to our service, the server on which our service is stored or any server, computer or database connected to our service;
 - (d) denial-of-service attack on our service;
 - (e) conduct or request that any other person conducts any load testing, penetration testing, security vulnerability scanning or similar activity on the services; or
 - (f) introduction of a virus, trojan, worm, logic bomb or other self-propagating or other such material that is malicious, technologically harmful or seeks unauthorised access to information.
- 9.3 You must not do or attempt to do any of the following:
- (a) copy, modify, duplicate, create derivative works from, translate, frame, mirror, republish, download, display, transmit, extract, reutilise, use, exploit, disseminate, distribute or redistribute all or any portion, of our service in any form or media or by any means;

- (b) decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of our service;
 - (c) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the service;
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, otherwise make our service available to any third party other than another user;
 - (e) use all or any part of our service or related materials in connection with another service, content or information which is similar or could compete with the same;
 - (f) make any alterations to, or modifications of, the whole or any part our service, nor permit it or any part of it to be combined with, or become incorporated in, any third party service, software or asset;
 - (g) link any third party service to our service; or
 - (h) obtain, or assist third parties in obtaining access to our service.
- 9.4 You must not share any content or information which:
- (a) is not yours or licensed to you with the right to grant us the licence under these terms;
 - (b) is not accurate, reliable and appropriate;
 - (c) is unlawful or promotes unlawful activity or violence;
 - (d) is false or misleading;
 - (e) is defamatory;
 - (f) is obscene, offensive, hateful, inflammatory or mean-spirited;
 - (g) is discriminatory, including references or commentary about religion, race, sexual orientation, gender, age, disability, national/ethnic origin, or other targeted groups;
 - (h) is likely to harass, upset, disgust, embarrass, alarm or annoy any other person;
 - (i) contains advertising;
 - (j) infringes any contract or right;
 - (k) impersonates any person or entity; or
 - (l) breaches any legal duty or law.
- 9.5 Our terms shall not restrict activities which are permitted by law. For example, you may be permitted by law to take limited action to achieve interoperability of our service with other technology in limited circumstances. However, we encourage you to contact us first as we may be able to help achieve this. Any such permission at law shall be excluded to the fullest extent possible at law.
- 9.6 Some of the prohibited activities could, if carried out, constitute a criminal offence. We will report any suspected criminal offence (e.g. hacking of our systems) to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. Your right to use our service will cease immediately.
- 10. Our responsibility**
- 10.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 10.2 Subject to clause 10.1:
- (a) we shall not be liable for any loss or damage excluded or limited under these terms;
 - (b) if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these terms or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
 - (c) we shall have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or any indirect or consequential loss or damage.
- 10.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for loss or damage caused by your failure to comply with your obligations, such as you failing to correctly follow installation or other instructions.
- 10.4 Subject to clause 10.2, our entire liability to you in connection with or arising from your access to or use of our services shall be limited to £50.

11. Suspension and termination for cause

- 11.1 If we reasonably believe that you have breached these terms or the law we may take appropriate action against you, including:
- (a) issue of a warning to you;
 - (b) immediate suspension or termination of your access to our service and your account;
 - (c) legal proceedings against you, including for reimbursement of all loss, damage and costs (reasonable legal fees) resulting from your breach; and
 - (d) disclosure of relevant information to law enforcement authorities and your organisation.
- 11.2 We may suspend or restrict the availability of any or all services at any time without notice to you, for example, for security, business or operational reasons including without limitation where we have a reasonable suspicion that any access credentials may have been provided to anyone but an authorised user, or that Licensed Content is used outside of Permitted Purpose, or the use of the Digital Planning Tool or Licensed Content exceeds the number of Subscriptions paid for by the School, or if the School fails to pay any sums due to SWSF, or in the event of any other unauthorised use or misuse of the Platform, the Digital Planning Tool and/or the Licensed Content by you or any third party. We will try to give you reasonable notice of any prolonged suspension or withdrawal of any service.
- 11.3 SWSF will take steps to investigate the issue and may restore or permanently suspend access to you at its discretion.
- 11.4 We will terminate your access to our service and your account by notice with immediate effect if the agreement with the School is terminated or if you are no longer personnel of the School.
- 11.5 Upon suspension or termination your right to use our service will cease immediately.
- 11.6 If you wish to terminate your access to our service and your account, you may simply discontinue using the service and use available functionality to delete your account data. However, doing so will not relieve the School from its obligation to pay the agreed fees.

12. Data Protection

- 12.1 We are controller in relation to your personal data.
- 12.2 Please see our privacy notice for more information about how we process your personal data.
- 12.3 We will carry out analytics in relation to your use of the services for product development, optimisation, statistical and similar business purposes.
- 12.4 If the School or you are subject Data Protection Laws and SWSF processes any School Personal Data on the School's or your behalf when performing its obligations under these terms, the parties acknowledge that for the purpose of the Data Protection Laws the School and you shall be the data controller and SWSF shall be a data processor in respect of such School Personal Data, as further described in the agreement between SWSF and School.
- 12.5 Where you provide School Personal Data, you represent and warrant on a continuous basis that: (a) you have all necessary rights, title, interest and authority (where necessary, procured from the relevant third party) to lawfully provide School Personal Data to SWSF for the processing envisaged under these terms; (b) the relevant data subjects and third party data controllers have been informed of, and have given their consent to or you have established another appropriate lawful basis in relation to, such processing by SWSF as required under applicable Data Protection Laws; (c) all School Personal Data is reasonably accurate as is necessary for the purposes envisaged under these terms; (d) SWSF's use of the School Personal Data in accordance with these terms will not cause SWSF to infringe any Data Protection Laws or any third party right; and (e) you shall implement best industry practice technical and organisational security measures to protect the School Personal Data.

13. Confidentiality

- 13.1 Subject to clause 13.3, each party shall hold the other party's Confidential Information in confidence and not disclose or make the other party's Confidential Information available to any third party other than:
- (a) to those of its officers or employees (or, in relation to the user, the officers or employees of the School) who need to know such Confidential Information in order for such party to perform its obligations or exercise its rights granted under these terms provided that such party shall procure that such persons are bound by confidentiality;
 - (b) to its (or, in relation to the user, its School's) solicitors, accountants, surveyors, insurers and other professional advisors, contractors and agents on a need to know basis and under an obligation of confidentiality; and

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- (c) in relation to your and the School's Confidential Information, to SWSF's subcontractors for the purposes of providing the services.
- 13.2 Each party may disclose the other party's Confidential Information in strict accordance with a judicial or other governmental order, provided that to the extent possible and legally permitted it either:
 - (a) gives the other party reasonable notice prior to such disclosure to allow the other party a reasonable opportunity to seek a protective order or equivalent; or
 - (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.
- 13.3 You acknowledge the confidentiality of these terms and you shall not disclose them to third parties without the prior written authorisation of SWSF.
- 13.4 You shall take, at SWSF's option and cost (except where SWSF is at fault or where this arises as a result of a breach of clause 13 by SWSF) and under SWSF control and discretion, any legal action necessary whether in your name, the name of the School or of SWSF (as decided by SWSF) to prevent or stop the unauthorised use of such Confidential Information of SWSF by any third party or entity who or which has accessed the whole or any part of any such Confidential Information.

- 14. Third party terms and conditions may apply**
- 14.1 You must comply with additional platform rules and terms if you download or access our service through a distribution platform such as Apple App Store or Google Play Store.
- 14.2 Our service may contain links to third-party services that are not owned or controlled by us. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party content, goods or services. We strongly advise you to read the terms and conditions and privacy policies of the third-party service provider.

- 15. Security**
- Although we use reasonable endeavours to ensure that our service will be secure or free from bugs or viruses, we cannot guarantee it.

- 16. General**
- 16.1 If you have any concern or dispute about any Service, you agree to first try to resolve it by contacting us in writing.
- 16.2 These user terms are governed by English law, and you and we both agree that the courts of England shall have exclusive jurisdiction.
- 16.3 We may transfer our rights and obligations under these user terms to another organisation, for example, if our business is transferred or merged with another company. You must not assign, license or otherwise transfer to a successor, affiliate or any other person, firm or corporation your right to use the our services in any manner without the prior written consent of SWSF.
- 16.4 These terms are between you and us. No other person shall have any rights to enforce any of these user terms, except that we may enforce these terms against the School or our corporate customer.
- 16.5 To the extent of any inconsistency or conflict, as between SWSF and the School, the agreement between SWSF and the School shall prevail over these terms.
- 16.6 If any provision of these user terms is held to be unlawful and/or unenforceable it shall be deemed deleted, but all the remaining provisions of these user terms will continue in full force and effect.
- 16.7 You represent and warrant that you are not located in a country that is subject to any other country's sanctions regime.
- 16.8 We shall not be responsible for any failure or delay in performance to the extent caused by circumstances beyond our reasonable control.
- 16.9 Except as provided herein, the failure to exercise a right or to require performance of an obligation under these user terms shall not affect either your or our ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

17. Definitions

17.1 Unless the context otherwise requires, capitalised expressions used in these terms shall have the meaning as defined in this clause or elsewhere in these terms.

- **Confidential Information:** all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by or on behalf of one party, its affiliates or agents to the other party, its affiliates or agents in connection or in anticipation of these terms including all confidential or proprietary information relating to the affairs, business, financial position, assets, intellectual property rights, know-how, designs, trade secrets, technical information, software, clients, suppliers, employees, plans, operations, processes, products, intentions, strategy or market opportunities and any other information that is identified as being of a confidential or proprietary nature or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential (including, for the avoidance of doubt, the Licensed Content, the Digital Planning Tool and all know-how, information and software code relating thereto), but excluding information that becomes public through no fault of the recipient, its affiliate or agent, that was independently developed by or already known to the recipient, its affiliate or agent independent of past or present dealings with the disclosing party, or that was lawfully given to the recipient, its affiliate or agent by a third party.
- **Data Protection Laws:** all data protection and privacy laws in the UK or EU applicable from time to time including without limitation, as the case may be, the UK GDPR (as defined in section 3 of UK Data Protection Act 2018) ("**UK GDPR**"), UK Data Protection Act 2018, UK Privacy and Electronic Communications Regulations (EC Directive) 2003, each as amended or superseded from time to time. In these terms, "data controller", "data processor", "data subject", "legal basis", "personal data", "process" and variations, "personal data breach" and "transfer" shall have the meanings given to them in applicable Data Protection Laws.
- **Digital Planning Tool:** the SWSF digital planning tool available through the Platform designed to assist teachers working in schools, which follow the Waldorf curriculum, with lesson planning.
- **Feedback:** teaching and lesson planning suggestions, ideas (including without limitation ideas for trips and visits and book suggestions for background information), recommendations, reviews, improvements or changes to the Digital Planning Tool, Platform and Licensed Content, translation of Licensed Content and other feedback (but excluding any School Personal Data) provided by a user by any means.
- **Intellectual Property Rights:** means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights to use and protect the confidentiality of confidential information (including, but not limited to know-how and trade secrets), trade marks, geographical indications, service marks, trade names, design rights, rights in get-up and trade dress, database rights, databases domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, all similar rights of whatever nature wherever in the world arising, in each case whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing.
- **Licensed Content:** the content including SWSF's Waldorf curriculum-related content and Third Party Content accessed by the user via the Digital Planning Tool or otherwise.
- **Platform:** SWSF's Platform for access by the user to the Digital Planning Tool.
- **School:** is a school which has an agreement with SWSF about its use of the Digital Planning Tool (typically a school which follows the Waldorf Curriculum, its affiliate, or agent or another organisation engaged in the education sector) as well as any other school otherwise authorised by such school to receive the services in accordance with that agreement and these terms.
- **School Materials:** any data, information, materials and any Feedback uploaded to the Digital Planning Tool by a user but excluding any School Personal Data.
- **School Personal Data:** any personal data processed by SWSF as a data processor on behalf of any School, its affiliate or agent the details of which are set out in the agreement between SWSF and the School.
- **Subscription:** an authorisation granted by SWSF to a user associated with a School to access to the Digital Planning Tool.
- **Term:** is the term of SWSF's agreement with the School.
- **Third Party Content:** third party data, content and materials in the Licensed Content.