

MAP Learners Terms and Conditions

1. Parties

- a. This agreement is between the school (you) and LightDev Ltd (us).
- b. MAP Learners is a 'software-as-a-service' product provided by LightDev Ltd.
- c. LightDev Ltd is a UK registered company, number 08234905. The registered office is 102 Honeysuckle Road, Southampton, SO16 3BW.

2. Payments

- a. Subscription is to be paid and processed annually. We will invoice you when the subscription needs to be paid. If the invoice is paid late we may suspend access to MAP Learners. If an invoice is outstanding by more than 1 month we may delete your school's account, along with your uploaded data.
- b. We are not currently VAT registered, so no VAT is to be paid on the subscription.
- c. You may cancel the subscription within the first 30 days by writing to us at our registered office. In this case you will be entitled to a pro rata refund for 11 months. After 30 days there is no right of refund, except in cases mentioned below.
- d. If we are unable to continue providing the service as outlined in these terms and conditions, you will be entitled to a pro rata refund.

3. The service

- a. MAP Learners is provided 'as-is'. The current level of functionality will be at least maintained in future version updates.
- b. Occasionally we may schedule 'downtime' when the service is unavailable. These times will, as far as possible, be scheduled outside of the working day or during school holidays.
- c. There may be unavoidable unscheduled downtime. Should unscheduled downtime rise to above 1% of any 12 month period you may cancel your subscription and receive a pro rata refund for the remainder of the subscription term.
- d. Figures calculated by MAP Learners cannot be guaranteed to be correct. They are only intended as a guide and should not be thought of as definitive. Where you point out discrepancies we will attempt to correct the methods of calculation we use.

4. Support

- a. We will support you by email in your use of the service. In some circumstances we may choose to support you by phone instead.
- b. We are not usually able to support you in using third party software to get your data in the correct formats for uploading to MAP Learners. If there is a problem with the data you want to upload, we will be able to tell you precisely what the problem is so that you can fix it in third party software.
- c. If you contact us during normal school term time for support we will get back to you within 48 hours. If you contact us outside of normal school term time, we will get back to you within 7 days. Often we reply more quickly than these time scales.
- d. At the point we reply to you we will try to give a timescale for the resolution of the problem.

5. Data protection

- a. We are a data processor under the meaning of the Data Protection Act. You remain the data controller.
- b. The data you upload is protected while in our database and while in transit between our server and your computers by industry-standard encryption.
- c. You must ensure that you only issue MAP Learner logins to those members of your staff who are entitled to access all the data you upload. You must ensure your staff members keep their passwords secure. You must ensure your staff keep secure the email account they use to login to the service secure.
- d. You must ensure that users with admin privileges do not grant accounts to unauthorised users, try to circumvent our security, or misuse the service in any way. Your use of the service should not contravene the terms of the Computer Misuse Act.

6. Changes to terms and conditions

- a. We may vary these terms and conditions at any time by notifying you. If the change is to your disadvantage you may cancel your subscription and receive a pro rata refund for the remainder of the subscription term.