

ASPIRE TERMS OF USE



PLEASE READ THESE LICENCE TERMS CAREFULLY.

Please note that you must be at least 16 to accept these terms and access the aspire platform (either on a desktop browser or mobile device). If you are under the age of 16 please ask a parent or guardian over the age of 16 to review these terms and sign a consent form before you access aspire.

You can get the appropriate consent form from your school. This must be signed by a parent or your legal guardian.

If you allow someone under the age of 16 to use Aspire, then you must explain the contents of these Terms to them and ensure that they understand the use restrictions on the Aspire platform.

By using the Aspire platform you agree to these terms which will bind you. If you disagree with any part of these terms, please cease using Aspire immediately and delete your Aspire account. If you have any questions, please contact us at the details shown below.

We are CU Trust Scotland, trading as “Children's University Scotland”, a company registered in Scotland with company number of SC448759 and a registered address of 21 Castle Street, Edinburgh, EH2 3DN, Scotland (‘we’ or ‘us’). These are the terms of use which govern the platform which we call ‘Aspire’ (by Children's University Scotland).

PART A: Aspire

- Your Licence: We hereby grant you a non-exclusive, non-transferable, licence to access:
 - the Aspire platform (version 1.0.1) (**'Aspire'**) available via: (i) a web-based internet browser; and (ii) mobile-optimised version of the Aspire platform accessed as a link downloaded from the Appstore, along with any updates or supplements to it as and when they become available;
 - any related documentation provided by us in relation to Aspire;and to use both Aspire and any related documentation provided by us for exploring and taking up potential activities with Providers whilst you have an Account with us
- The Platform: Aspire enables registered users (**'Users'** or **'you'**) to find out about extra-curricular activities and opportunities made available by third parties (**'Providers'**) in your local area.
- These Terms: These terms of use (the **'Terms'**) form a legally binding contract between you and us. If you disagree with these Terms you can cease using Aspire at any time and/or close your Account with us by contacting us at the details below.
- Privacy & Cookies Policy: Under data protection laws, we are required to provide you with certain information about who we are, how we process your personal data, our reasons for using your personal data, and provide you with information about your rights in relation to your personal data and how to exercise them. This information is provided in

the [Aspire Privacy Policy](#) and it is important that you read that information before using Aspire.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using Aspire may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

5. Changes to these Terms: We may update these Terms from time to time. We will notify you of any material changes via a suitable announcement on Aspire, or by email. The changes will apply to the use of Aspire after we have given notice. If you do not wish to accept the revised or new Terms you should stop using Aspire immediately. Please note that minor changes to these Terms which have no impact on you, or your legal rights, may be made without notice.

PART B: YOUR ACCOUNT

6. Accounts: To use Aspire, and to enable us to administer your use, you must register an Aspire account (an '**Account**').
7. To be eligible to register an Account you must:
 - be at least 16 years of age and be able to enter into binding contracts under Scots Law, or you must be the parent or legal guardian of a person who is under 16 years of age on whose behalf you are using Aspire, be able to enter into binding contracts under Scots Law, and have read, understood and signed the relevant consent form;
 - own the device you are using to access and use Aspire, or have permission from the owner of the relevant device to access and use Aspire;
 - provide information to us that is true and accurate and that you will update when necessary;
 - not previously have been banned or blocked from using Aspire; and
 - ensure the account you have registered is your only account on Aspire.
8. Registering on behalf of someone else: While we have made reasonable efforts to ensure the general suitability of Aspire for all ages, if you register an account on behalf of a person under the age of 16, please note it is your responsibility to ensure that the content of Aspire is suitable for their use. You will also be responsible for their use of Aspire and ensuring that their use complies with these Terms.
9. Technical Requirements: It is your responsibility to ensure that you have an appropriate device/web browser and any other technical requirement in place to access and use Aspire. You are responsible for the costs you incur in accessing Aspire, including internet/mobile use charges.
10. Rejection of registration: We may reject any application for an Account and refuse access to Aspire to anyone for any reason, at our sole and absolute discretion. We may at any time and for any reason (taking any required technical or legal steps) terminate or suspend any Account or use of Aspire.
11. Passwords: You are responsible for maintaining the security of your password. You must not tell anyone else your password.
12. Availability: We give no warranty, representation or undertaking that a particular feature or function of Aspire will be available at any given time

and reserves the right to cease to offer Aspire or any feature of it without notice to you.

13. International Use: We make no promise that materials in Aspire are appropriate or available for use in locations outside Scotland. If you choose to access Aspire from locations outside Scotland, you do so at your own risk and you are responsible for compliance with any local laws that may apply. The features and functions of Aspire may vary from jurisdiction to jurisdiction.

PART C: Your Use of Aspire

14. Your right to use Aspire: Your use of Aspire is subject at all times to your compliance with these Terms. On your acceptance of these Terms, you may view, retrieve and display the content of Aspire on a computer screen, mobile device or other device which connects to the internet or print one copy of such content for your own personal, non-commercial use, provided you: (a) keep intact all and any copyright and proprietary notices; and (b) do not otherwise reproduce, copy, distribute, rent, resell or otherwise use it, or any part of it, for commercial purposes.
15. Unacceptable use: When using Aspire you must never:
 - use Aspire in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, or transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of Aspire; or
 - use Aspire in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
 - collect or harvest any information or data from Aspire, or attempt to decipher any transmissions to or from the servers running it; or
 - act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Aspire platform, or any related operating system used for Aspire; or
 - merge, adapt, vary, alter or modify, the whole or any part of Aspire, or the related documentation, nor permit Aspire, or any part of it, to be combined with, or become incorporated in, any other programs without prior written consent from us; or
 - not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Aspire, nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile Aspire to obtain the information necessary to create an independent program that can be operated with Aspire (Permitted Objective), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
 - is not used to create any software that is substantially similar in its expression to Aspire;
 - is kept secure; and

- is used only for the Permitted Objective.

16. Intellectual Property:

- Aspire and its content (including all articles, photographs, images, text, fonts and designs) are owned by us and our licensors and are protected by copyright, trademarks (both registered and unregistered), database rights, design rights and other intellectual property rights.
- Any material you send or post to us shall be considered neither confidential nor proprietary. We shall have no obligations with respect to such material and shall be free to host, display and otherwise use such material for any purpose anywhere in the world.
- By using Aspire under licence or having an Account you do not acquire any intellectual property rights in Aspire, or any associated documentation provided by us, whether implied or expressed. You may not use any of the intellectual property rights in Aspire or related documentation, other than in accordance with the rights granted by these Terms.

17. Aspire is not a Provider: Aspire is a platform which helps you to contact Providers and to get updates from them and to take advantage of activities that they offer. Aspire facilitates your interaction with Providers, however we are not a Provider ourselves and we merely provide a platform that is passive and neutral and acts in a way that is technical and automated. Therefore, we are not responsible for any offers or information which you receive or uptake from Providers. Whilst we use reasonable endeavours to ensure our Providers are credible and upstanding organisations, we do not give any indication or guarantee regarding their services, any offers from Providers or information from Providers. We have no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with Providers.

18. Third Party Links: Certain links, including hypertext links, from Aspire may take you outside the platform. This does not imply endorsement by us of the linked site, its operator or its content. You acknowledge that we do not control the content on such websites, and we do not guarantee the accuracy, integrity or quality of such content. Such sites may be governed by their own terms and privacy and cookies policies and we encourage you to read any such notices or terms before using a third-party site.

19. Feedback: The option of leaving feedback is provided as part of Aspire and you may leave feedback on the Providers and their services. Such feedback must be an honest and true reflection of your opinion of Providers and their services. Such feedback may be removed from Aspire by us at any time, and for any reason.

20. App Store: Where the Aspire platform is accessed via the Appstore of a third party such as Google or Apple, your use may also be controlled by the rules and policies of these companies. If there is a difference between the two policies, the rules and policies of [Google](#) or [Apple](#) will overrule these Terms where there are differences.

21. Updates: From time to time we may automatically update Aspire to improve performance, enhance functionality, reflect changes to the operating system, or to address security issues. A mobile-optimised version of Aspire can be downloaded as a link from the Appstore. Any automatic changes, carried out by us from time to time, will directly

update functions of all versions of the Aspire platform, regardless of how you access them.

22. Termination: We may end your rights to use Aspire at any time by contacting you if you have broken these Terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so. If we end your rights to use Aspire:
- You must stop all activities authorised by these Terms, including your use of Aspire.
 - You must delete your Aspire account and any related documentation which you have and confirm to us that you have done this.
 - We may take action to deactivate any account used by you to access Aspire.

PART D: Our Responsibility for Loss or Damage Suffered By You

23. Nothing in these Terms shall operate to exclude our liability for death or personal injury caused by our negligence, fraudulent misrepresentation or any other category of loss or damage for which our liability cannot be restricted by law.
24. If we fail to comply with these Terms, we may be responsible for the loss or damage you suffer that is a foreseeable result of our breaking these Terms, or our failing to use reasonable care and skill, but we will not be responsible for loss or damage in respect of:
- indirect, general, special, compensatory, consequential and/or incidental loss or damage;
 - loss of profit, anticipated profit, revenues or anticipated savings, loss of goodwill or business opportunity, or wasted management time;
 - any breach of these Terms caused by circumstances beyond our reasonable control;
 - any damage to your device that could have been avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us;
 - any loss or damage arising out of in connection with the relationship between Providers and Users of Aspire; and
 - any loss or damage arising out of or in connection with any Users' breach of these Terms.
25. While we endeavour to ensure that the information on Aspire is relevant, accurate, complete and up to date, we do not give any warranty or guarantee as to the accuracy, completeness, currency or reliability of any of the material on Aspire (including, but not limited to, the content and content uploaded by Providers) or that any such material will meet your requirements. These Terms apply instead of all warranties, representations, conditions, terms, undertakings and obligations which but for these Terms would be implied or incorporated by any other agreement, statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law

26. We make no promise that Aspire will meet your requirements and confirm that the platform is for information purposes only. We cannot guarantee that Aspire will be fault-free. If a fault occurs with Aspire you should report it to contactus@childrensuniversity.scot and we will attempt to correct the fault as soon as we reasonably can. Your access to Aspire may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to give you advance notice of this and to restore Aspire as soon as we reasonably can. However, we will not be liable to you if for any reason Aspire is unavailable at any time or for any period. Access to Aspire may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. We may also need to modify or maintain Aspire at any time.

PART E: Governing Law, Complaints, and General Provisions

27. Law and Jurisdiction: These Terms, any collateral contract and any dispute arising out of or in connection with them shall be governed by and construed in accordance with Scottish law. Any disputes arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the Scottish courts.
28. Severability and delay: If a court finds any section of these Terms illegal or unenforceable, the rest of the Terms will continue in full force and effect. If we delay in enforcing these Terms for any reason this will not prevent us deciding to enforce them at a later date.
29. Assignment: You may not assign, sub-license, transfer or charge any of your rights or obligations under these Terms. We may subcontract or assign any of our obligations under these Terms.
30. Third Party Rights: These Terms do not give any rights to any third parties, nor do any third parties have any right to enforce any part of these Terms.
31. Complaints: If you:
- have any concerns about content which appears on Aspire from your use of Aspire generally;
 - have concerns about any Provider or their content; or
 - believe that any act or omission by any other User is in breach of these Terms or applicable law, for example, if you believe you are the subject of a defamatory statement or if you believe any User infringes third party intellectual property rights;

Please contact contactus@childrensuniversity.scot immediately and we will then consider your concern and decide whether to take action. We are under no obligation to oversee, monitor or moderate the use of Aspire or interactions between Providers and Users and generally we do not do so. We will endeavour to inform you of the outcome of your complaint within a reasonable time of receipt.