



Terms of Use

Version 1.0

Last updated: 01/09/2025

1. Introduction

These Terms of Use constitute a legally binding agreement made between you (“you”) and Early Years Evaluation Smart Ltd., 20 Wenlock Road, London, England, N1 7GU (“EYESmart” “we, “us”, or “our”) concerning your access to and use of the EYESmart software services (the “Platform”). You agree that by accessing the Platform you have read, understood, and agree to these Terms of Use. If you do not agree you are prohibited from using the Platform and must discontinue use immediately.

2. Authorised Users and Relationship with the Customer

2.1. You are connected to our Customer, who has separately entered into an agreement with us by accepting the EYESmart Terms and Conditions for use of the Platform (the “Agreement”). The Agreement sets out our commitment to deliver the services of the Platform to the Customer. The Agreement permits the Customer to invite individuals to join the Platform who are so-called authorised users so that such users can use its features and services. The Customer has its area on the Platform where the Customer creates child profiles, manages daily tasks, uses the newsfeed and handles all communication etc. The Customer is in control of this area.

2.2. There are three types of authorised users:

- a)** user who is an employee of the Customer (i.e. employee of early childhood settings or centres that is a Customer of EYESmart) and referred to as “Staff User”. The term Staff User covers any such users with admin rights; and
- b)** persons otherwise connected to the Customer who are early childhood setting/centre (e.g. parents, guardians, other family members of children attending the early childhood setting/centre that is a Customer of EYESmart) and referred to as “Family User”.
- c)** persons connected to the individual parent Customer of EYESmart (e.g. partner, spouse, other family members) and referred to as “Family User”.

Staff User and Family User are collectively referred to as “Authorised User”/” Authorised Users”.

2.3. You, as an Authorised User, gain access to the Platform by registering an account using your email address or scanning the QR code. For Staff Users, your setting sets a pin for you, and you can log in to your account using the pin code. Parent of a childcare setting need to register an account after downloading the EYESmart Parent app, then create your child’s file, and link your child to the corresponding childcare setting using the pin code the setting shared with you. Family Users may also be able to invite other persons to access the Platform as Family Users, provided that such persons have a valid reason to get access, such as grandparents, by scanning the QR code shared by the person who invited you.

2.4. The Customer may set additional guidelines around Family Users, providing such other persons’ access to the Platform.

3. Account and Password Security Requirements

- 3.1. Once you receive the email invitation, you need to activate your account and create a password.
- 3.2. To protect your account, we have established password requirements. All passwords must be at least 8 characters long, contain at least one “regular” character (i.e., a letter), at least one uppercase or lowercase character, and at least one number or special character. Additionally, the system blocks the use of widely used passwords (e.g., “password1”).
- 3.3. You agree to keep your password confidential and will be responsible for all use of your account and password.
- 3.4. You acknowledge that your account and password are personal to you and agree not to share them with anyone or grant others access to the Platform using your credentials.
- 3.5. You agree to notify us immediately of any unauthorized access, use of your account or password, or any other security breach.

4. Representation and Eligibility to Use the Platform

- 4.1. To access and utilize the Platform, you must have attained the age of majority as defined by the laws of your jurisdiction.
- 4.2. By agreeing to these Terms, you hereby represent and warrant that:
 - a) You are not a minor in your jurisdiction of residence;
 - b) You have not been previously suspended or terminated from accessing the Platform due to a violation of these Terms of Use; and
 - c) Your use of the Platform will not use the Platform for any illegal or unauthorised purpose, and your use of the Platform will not violate any applicable law or regulations.
- 4.3. Any violations of these Terms of Use may give rise to civil and/or criminal penalties or other actions as may be appropriate.

5. Use of the Platform

- 5.1. For Staff Users, the Platform is made available “as is” for commercial use only to use the services set out in the EYESmart Terms and Conditions entered into between the Customer and us.
- 5.2. For Family Users the Platform is made available “as is” for personal use only to access information about a child, communicate with the early childhood setting/centre, insert/update necessary personal information etc.
- 5.3. We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Platform on wireless electronic devices owned or controlled by you (unless the Customer has in place a specific policy around Staff Users devices), and to access and use the Platform on such devices strictly in accordance with the terms set out in these Terms of Use.

6. Intellectual Property Rights

- 6.1. Unless otherwise indicated, the Platform and all source code, functionality, software, website designs, and graphics on the Platform (“EYESmart Content”), the EYESmart trademarks and logos (“EYESmart Marks”) are proprietary property owned by us and/or EYESmart’s licensors, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the UK, foreign jurisdictions, and international conventions.
- 6.2. Unless expressly stated in these Terms of Use, no part of the Platform, and no EYESmart Content or EYESmart Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any

commercial purpose whatsoever, without our express prior written permission. If you are a Staff User, your employer and our Customer may already have the right to use our EYESmart Marks on their websites and social media channels to publicise EYESmart, and in such an event you must follow any guidelines provided.

7. Authorised User Generated Contributions

- 7.1.** As an Authorised User you may be able to message other Authorised Users, i.e. Staff Users and/or Family Users, and you may be able to contribute to the newsfeed and comment section. The scope and types of contributions depend on your access rights as Staff User or as Family User. The Platform may therefore provide you with the opportunity to create, submit, post, display, publish, distribute or broadcast content and materials on the Platform, including but not limited to text, writings, photographs, videos, personal information or other material (collectively "Contributions").
- 7.2.** We do not assert any ownership over your Contributions. When you submit Contributions to the Platform, you acknowledge and agree that the Contributions are fully owned by the Customer and the Agreement provides the Customer with control over the Contributions. For example, the Customer may be able to edit and delete certain Contributions.

8. Policies and Practices

To provide a safe space on the Platform, you must comply with our Acceptable Use Policy (as set out below), and any applicable policies or practices established by the Customer and relevant to you as an Authorised User.

9. Acceptable Use Policy

- 9.1.** Part of providing a safe space for all Authorised Users on the Platform we have set some rules around the acceptable use of the Platform. We do not accept any misuse of the Platform, so you must follow these rules.

You explicitly agree not to:

- a) permit any third party to access or use a username or password to access your account on the Platform;
- b) impersonate another Authorised User or person or use the username of another Authorised User;
- c) trick, defraud, or mislead any other Authorised Users, especially in any attempt to learn sensitive account information such as Authorised User passwords;
- d) use, as a Staff User, the Platform to advertise or offer to sell goods and services that are in competition with us or other goods/services that are not related to the business of the Customer, unless otherwise agreed with us;
- e) use, as a Family User, the Platform to advertise or offer to sell goods or services, unless obtaining permission from the Customer;
- f) send unsolicited communications, promotions, advertisements or spam;
- g) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- h) share false, inaccurate, or misleading Contributions;
- i) share Contributions that are obscene, lewd, lascivious, filthy, harassing, libellous, slanderous, advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender, identity, sexual preference, disability, or impairment;

- j) share Contributions that ridicule, mock, disparage, intimidate, harass, abuse or harm anyone;
- k) share Contributions that are fraudulent, defamatory, misleading, pornographic, or contain acts of violence;
- l) violate the privacy rights of others or otherwise infringe the rights of others;
- m) share Contributions that otherwise violate, or link to material that violates any provision of these Terms of Use, or any applicable law, regulation or rules;
- n) submit false reports of abuse or misconduct;
- o) access, search or create accounts for the Platform by any means other than our supported interfaces;
- p) breach, circumvent, disable, or otherwise interfere with security-related features of the Platform;
- q) interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform, for example by overloading, flooding, spamming or mail-bombing any part of the Platform;
- r) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, worm or other harmful component that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform;
- s) attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform;
- t) reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate or disrupt the features, functionality, integrity or performance of the Platform; u) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) from the Platform; or
- v) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.

10. Monitoring and Reporting Inappropriate Contributions

- 10.1.** We primarily rely on the Customer to monitor Contributions within their area on the Platform, as they have control over it. We do not have an obligation to generally monitor Contributions.
- 10.2.** The Customer appoints an Authorised User/Authorised Users with admin rights who can provide other Authorised Users with access etc. ("Admin User"). Any inappropriate Contributions, behaviour or other content must be reported to the Admin User and/or other Staff User as communicated by the Customer on the Platform.
- 10.3.** Depending on the type of Contribution, the Admin User may be able to edit or delete the inappropriate Contributions, and they can decide to deactivate or restrict Authorised Users' accounts due to inappropriate behaviour.

11. Privacy Policy

- 11.1.** We mainly act as data processors under the UK data protection regulations and process your personal data inserted or uploaded to the EYESmart Platform on behalf of the Customer. The Customer sets out a separate data retention policy for the personal data processed on the Platform.
- 11.2.** However, we process certain personal data as data controllers. This includes for example your login credentials, any feedback you give directly to us, and if you are a Staff User, we may also process some anonymised and/or pseudonymised data on how you use the Platform. You can find further information about the processing activities in our Privacy Policy.

12. Third Party Services

- 12.1** The Platform may incorporate links to, or integrations with, third-party websites and services ("Third-Party Services"), which operate independently of EYESmart.
- 12.2** You acknowledge that EYESmart exercises no control over these Third-Party Services and assumes no responsibility for their content, availability, changes or updates.
- 12.3** EYESmart shall not be held liable for any claims arising, either wholly or partially, from the policies, procedures, or actions of any Third Party Services.

13. Feedback

- 13.1.** By providing any feedback, ideas, suggestions, proposals, recommendations or other contributions in relation to the EYESmart Platform ('Feedback'), you assign all rights, title and interest in and to such Feedback to EYESmart ApS.
- 13.2.** You acknowledge and agree that EYESmart shall be entitled to use, implement and exploit such Feedback for any purpose whatsoever without any obligation of confidentiality (except to the extent it is confidential information to our customer) and without any obligation of attribution, billing or compensation.
- 13.3.** If you are an Authorised Staff User providing Feedback on behalf of the Customer, you confirm that you are authorised to share such Feedback and assign the rights set out above.

14. Term and Termination

These Terms of Use will remain in force until the Agreement has been terminated by the Customer or us, or until you are no longer required or authorised to have an account to the Platform.

15. Liability

- 15.1.** We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform.
- 15.2.** If we become aware of a violation of these Terms of Use, we will usually ask the Customer to take action as the Customer is in control of its Customer area on the Platform.
- 15.3.** However, if in our reasonable opinion the Customer does not take appropriate action or we believe that there is a credible risk of harm to us, the Platform, the Authorised Users or any third parties we will take the appropriate action.

16. Modifications

- 16.1.** We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.
- 16.2.** We will alert you and the Customer about any changes by updating the "Last updated" data of these Terms of Use and posting a banner on the Platform.
- 16.3.** You and the Customer will be subject to and will be deemed to have accepted the changes in any revised Terms of Use by your continued use of the Platform after the date such revised Terms of Use are posted.

17. Assignment

- 17.1.** You may not assign any of your rights or delegate your obligations under these Terms of Use.

- 17.2.** We may assign any or all of our rights and obligations under these Terms of Use, without your consent, to a company affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all our assets.

18. Governing Law and Jurisdiction

These Terms of Use and any disputes arising out of or related hereto, will be governed by the same applicable governing law of the Agreement. The jurisdiction agreed in the Agreement will apply to these Terms of Use.

19. Entire Agreement

- 19.1.** These Terms of Use and any policies posted by us on the Platform constitute the entire agreement and understanding between you and us.
- 19.2.** Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.
- 19.3.** These Terms of Use operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.