

# Purple Mash – Terms of Licence and Use

This Agreement details the licence we grant you and governs your use of Purple Mash. By accessing Purple Mash you are agreeing either yourself or on behalf of your establishment to the terms that appear below. These terms apply regardless of who has paid for the subscription, and also applies to free subscriptions and trials.

## THE HEADLINES

For those who haven't got time to read the fine print, the headlines of our Terms and Conditions are these:

1. Purple Mash, Mini Mash and Serial Mash are ordinarily paid for services and we'll do our best to provide you with an excellent service for as long as you subscribe to them. You can't transfer your licence to another person or institution without our consent.
2. It is not permitted to share your login details with anyone who is not covered by the terms of your subscription to Purple Mash.
3. The contents of Purple Mash are covered by our copyright. Please don't share them without our permission. If you are creating resources on Purple Mash to share publicly, please don't use Copyright Material without the owner's permission. If you do, we may take it down.
4. We'll do our very best to make sure that everything on Purple Mash is accurate and virus free, but this doesn't amount to a legal warranty.
5. We'll do our best to sort out any problems you have with Purple Mash, but our financial liability for any damage you suffer as a result will be limited to the amount of your subscription fee.
6. We'll do our best to make sure Purple Mash is running as close to 100% of the time as we can, but we won't be liable for any financial claims which may occur as a result of the non-availability of Purple Mash.
7. It's *your* responsibility to make sure that all users use Purple Mash lawfully and within Data Protection rules and legislation. If there is a breach of data protection rules or if anyone brings a lawsuit against us, as a result of content that you, your employees, teachers or pupils create on Purple Mash, you as the subscriber will be responsible for the costs and damages.
8. You agree to the use of cookies on Purple Mash and to us sending you account maintenance emails. We may send you marketing emails but you can opt out of these – see our [Privacy Policy](#) for more details.
9. Failure to comply with our terms of use by you or anyone in your institution may lead to a suspension of your access to Purple Mash.

# THE FINE PRINT

These are our legally binding Terms and Conditions:

## 1 Provision of Service

- 1.1 The Purple Mash website and (where applicable) the Purple Mash software applications (both website and software applications referred to in this document as "Purple Mash") are owned by 2Simple Ltd. Company number 03843465 ("2Simple"), whose registered office is at 5 Broadbent Close, Highgate, London N6 5JW.
- 1.2 Mini Mash is the section of Purple Mash aimed at the youngest children. It is possible in some circumstances to take out a licence to Mini Mash alone (without a Purple Mash licence). In such cases all references within these terms and conditions to Purple Mash shall be read as references to Mini Mash except where such references or terms cannot be applied to Mini Mash.
- 1.3 You will receive access to Purple Mash following either payment, or agreement to pay whether verbally or in writing if offered credit terms, for the period of your subscription. 2Simple Ltd. agrees to provide you with reasonable support by telephone or email during normal working hours for the purpose of assisting you to maintain your access to Purple Mash.
- 1.4 These terms and conditions (including any documents referred to within them) contain all the terms on which we provide Purple Mash to you. They supersede any prior promises, representations, undertakings or implications made.
- 1.5 Where you are a private consumer, nothing in these terms and conditions shall detract from your statutory rights.
- 1.6 Your Subscription begins on the day that we send email or fax notification from 2Simple. It is your own responsibility to ensure that the details are passed on to the relevant person at your school or other establishment to facilitate access to Purple Mash. Subscriptions cannot be assigned or transferred to another institution without our written consent.
- 1.7 The fee for your subscription (the "Fee") is calculated annually on the anniversary of the start of your subscription (unless otherwise stated) and payable by such method of payment as 2Simple requests. 2Simple shall be under no obligation to provide Purple Mash until the Fee has been paid. Your subscription will renew only if you confirm whether verbally or in writing that you wish it to do so and agree to make payment of the Fee. If you fail to pay the Fee for any subsequent year 2Simple may suspend your access to Purple Mash until your Fee is paid.
- 1.8 On registration you or your establishment will be allocated unique login details. You are responsible for all use of Purple Mash using your logins and for preventing unauthorised use of your login. You must ensure that any user you pass the login details onto complies with the terms of this Agreement and all reasonable user terms made available on Purple Mash.
- 1.9 If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your login, you must notify 2Simple immediately by emailing [info@2Simple.com](mailto:info@2Simple.com).
- 1.10 You may use Purple Mash on all computers on all networks within the purchasing establishment, and on all home computers of teachers or pupils who are for the time being teachers or pupils at the purchasing establishment.
- 1.11 You may not rent or lease access to Purple Mash and you may not provide access (or allow any other person to provide access) to Purple Mash on any other computer (except as expressly permitted in paragraph 1.10 above).
- 1.12 If 2Simple reasonably believes that your login is being used in any way which is not permitted by this Agreement, 2Simple reserves the right to cancel access rights immediately on giving notice to you and to block access from your login.

- 1.13 Once you've paid for a Purple Mash or Serial Mash subscription you are committed to that subscription for the length of your licence. This means that you will not be entitled to a refund if you decide that you do not wish to continue using the service part way through your subscription.
- 1.14 In the event that we agree to split your subscription fee into parts, thereby allowing you to defer payment of part of your subscription fee to a later date, you will be liable for all parts of the subscription fee, even if you choose to cancel your subscription part way through. For example, if you have a 3 year subscription with half the fee payable immediately and the remainder payable one year later, if you choose to end your subscription after 6 months, no refund would be due on the first payment and you would still be liable to make the second payment even though you were choosing not to use the service.
- 1.15 If you are subscribing to Purple Mash as or on behalf of a school, organisation or institution, you are responsible for ensuring that everyone who uses your licence complies with the terms within this document. Failure to do so may result in the suspension of your access to Purple Mash.

## 2 Serial Mash

- 2.1 Serial Mash is a subscription-only module accessed via the Purple Mash website, which may be purchased separately from the main Purple Mash subscription. You can subscribe to Serial Mash without subscribing to the main Purple Mash service.
- 2.2 A Serial Mash subscription will entitle you to access any books that have been created to date for the Serial Mash library and will allow you to access any additional books that may be created during the lifetime of your subscription.
- 2.3 When your Serial Mash subscription expires you will no longer have the right to access any of the books within the Serial Mash library. The exception to this is that if you have a subscription to the main Purple Mash service you will be able to access the two sample Serial Mash books that are given on a free access basis to all Purple Mash subscribers.
- 2.4 We will serialise 12 books per year for Serial Mash. Those books may be existing books from the Serial Mash library, newly added or created books, or a combination of both.

## 3 Ownership of Copyright and use of others' Copyright material

- 3.1 Purple Mash (including any images, designs, photographs, animations, video, audio, music and text incorporated into Purple Mash) is owned or licensed by 2Simple and is protected by United Kingdom copyright laws and international treaty provisions. All material displayed on Purple Mash belongs to or is licensed by 2Simple. Subject to clause 3.2 you may retrieve and display Purple Mash on a computer screen, print individual pages on paper and store files on your internal server for your internal educational non-commercial purposes that comply with this agreement.
- 3.2 You may not use any of the templates contained within Purple Mash or any documents created from them for use as part of any electronic or printed product.
- 3.3 With the exception of any clip art contained within any designated Purple Mash clip art library, you may not download any images contained within Purple Mash for your own use.
- 3.4 You may not (without prior written permission from 2Simple):
  - 3.4.1 redistribute any of the Content (including by using it as part of any library, archive or similar service);
  - 3.4.2 modify, reproduce or in any way commercially exploit any of the Content.

3.4.3 reverse engineer, decompile, or disassemble Purple Mash. This clause does not prevent access to activities on an individual basis via a VLE or cached files as purposefully supplied by 2Simple for the reduction of bandwidth.

- 3.5 You own all the content and information that you create in Purple Mash/Serial Mash, and you can control how it is shared via the privacy and sharing settings within Purple Mash. (More specifically, we would assume that unless a school or institution has policies to the contrary, staff created content and information is owned by the institution and pupil created content and information is owned by the pupils).
- 3.6 From time to time Purple Mash/Serial Mash may give you the opportunity to create content that can be published publicly (for instance templates or resources that you have created that you mark as suitable for public publication and sharing in the wider education community, or work submitted to competitions). With regard to such content:
- 3.6.1 For content that is covered by IP (intellectual property) rights such as photos and videos you grant us a non-exclusive, royalty free, worldwide licence to use any such content that you post. This licence ends when you delete your content, or if you specifically revoke your permission to use such content in writing.
- 3.6.2 For competition entries only, you grant us an indefinite non-exclusive, royalty free, worldwide licence to use any such content that you submit.
- 3.7 You will not create or permit to be created any content to share with others that infringes someone else's rights or violates the law. This includes breaching others' copyright or other IP rights.
- 3.8 We can remove any publicly published shared content if we believe that it violates clause 3.7 above or if we believe that it is otherwise in breach of this licence agreement.
- 3.9 We will provide tools and procedures to help people to protect their intellectual property rights. Details of these procedures will be available on the 2Simple website as soon as resource sharing is made available in Purple Mash.
- 3.10 If we take down your publicly published content because we believe it may be infringing someone else's copyright or other intellectual property rights and you believe that we have removed it in error, we will give you a chance to appeal this decision.
- 3.11 If you repeatedly violate or infringe other people's intellectual property rights, we reserve the right to cancel your subscription.

## 4 Warranties

- 4.1 2Simple will use its reasonable skill in making Purple Mash available to you and in ensuring its continuing availability during your Subscription. However because of the nature of the Internet and computer software and hardware, errors and omissions do occur and 2Simple does not give any other warranties in respect of Purple Mash. In particular, you should not take the accuracy of the information for granted and 2Simple makes no warranty that Purple Mash is free from infection by viruses or anything else that has contaminating or destructive properties. All implied warranties are excluded from this Agreement to the extent that they may be excluded as a matter of law.

## 5 Limitation of Liability and Indemnities

- 5.1 The Purple Mash website is provided on an "as is" and "as available" basis, and to the maximum extent compatible with the law, without warranties or representations of any kind as to merchantability, non-infringement or fitness for any particular purpose.

- 5.1 2Simple will use its reasonable endeavours to resolve faults in Purple Mash during the Subscription. You agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to the direct damages you actually incur up to an amount equivalent to the Fee actually paid or payable in relation to your use for the relevant term of Purple Mash. Where you are still in the trial period, your only remedy will be to terminate your use of Purple Mash.
- 5.2 To the maximum extent permitted by applicable law , in no event shall 2Simple be liable for any damages which arise out of the use or inability to use Purple Mash (including, without limitation, damages for the loss of business profits, business interruptions, loss of business information, penalties incurred by authorities for data breaches, or other pecuniary loss), even if 2Simple has been advised of the possibility of such damages. In any event entire liability to you under this Agreement or with regard to Purple Mash shall be limited to the amount actually paid for Purple Mash in your most recent subscription fee payment.
- 5.3 If anyone brings a claim, lawsuit or other proceeding against 2Simple based on content you or your pupils create using Purple Mash, you agree to indemnify and compensate 2Simple including its officers, directors, employees and agents for any and all losses, liabilities, damages or expenses, including lawyers' fees, incurred by 2Simple in connection with any such claim, lawsuit or proceeding.

## 6 Personal Data and Data Processing Agreement

- 6.1 With regard to Purple Mash, you (the School, Institution, Parent or other person subscribing to Purple Mash) are the Data Controller for the Purposes of Data Protection Legislation. This means that you are required to meet the statutory obligations with regard to the processing of personal data.
- 6.2 For the purposes of compliance with the legislation, the terms below set out how any data transferred from you us at 2Simple will be handled.
- 6.3 It is expressly agreed between the parties that for the purposes of any contract where 2Simple are required to process data owned by you:
  - 6.3.1 You shall remain the owner of any personal data which may be transferred to 2Simple under any contract between the parties.
  - 6.3.2 We at 2Simple shall act as a data processor for the processing of personal data on your behalf.
  - 6.3.3 By using Purple Mash you warrant that you have complied with all relevant data protection laws and that you have obtained all relevant consents to the processing of the data stored in Purple Mash and you are lawfully able to transfer such data to us. If such data is entered or stored in Purple Mash by children within your institution or under your care, this may require you to obtain informed consent from their parents.
- 6.4 2Simple warrant that we shall:
  - 6.4.1 Only process the personal data for the purposes of the contract between us;
  - 6.4.2 Only use the personal data to comply with our obligations under that contract;
  - 6.4.3 Not transfer the data or any copy of the data outside the European Economic Area without the express prior written agreement from you;
  - 6.4.4 Maintain appropriate technical and organisational security measures against the unauthorised or unlawful processing of the personal data.
  - 6.4.5 Not subcontract any of our rights or obligations under this agreement without your prior written consent.
  - 6.4.6 Where we, with your consent subcontract any of our obligations under this agreement, we shall do so only by way of a written agreement with the subcontractor that imposes the same obligations in relation to the security of the processing on the subcontractor as are imposed on us under this agreement.
  - 6.4.7 Take reasonable steps to ensure the reliability of any employees and ensure that those employees have received adequate data protection training;

- 6.4.8 Report any breach of data to the Client within 48 hours;
- 6.4.9 Comply with the Data Protection Act 1998 and forthcoming EU General Data Protection Regulation (GDPR).
- 6.5 We will at all times cooperate with you for monitoring and evaluating our compliance with Data Protection Legislation including allowing you access to audit the security measures we have in place and your personal data.
- 6.6 If you give us instructions that are, in our judgment incompatible with the proper running of our operations, we will be at liberty to refuse to continue to provide data processing services to you.
- 6.7 We agree that we shall maintain the personal data processed by us on behalf of you in confidence. In particular, subject to paragraph 6.8 below, we agree that, save with your prior written consent we shall not disclose any personal data supplied us for or on behalf of you to any third party.
- 6.8 Nothing in this agreement shall prevent either party complying with any legal obligation imposed by a regulator or court.
- 6.9 This agreement shall terminate once the contract has been cancelled. 2Simple will cease all processing of personal data and will return to you (for a fee) in the format specified, or destroy such personal data as you may instruct.

## 7 Data Deletion Policy

- 7.1 This policy applies to user names (whether teacher or student) and saved work including blogs and emails within Purple Mash. ("User Data"). It also applies to templates or lesson plans published by staff on the Purple Mash platform or other similar documents that have been shared or published on Purple Mash for public consumption ("Template Data"). This policy will come into force on 31<sup>st</sup> January 2018.
- 7.2 User Data will be deleted from our system in the following circumstances:
- (a) A written request is made by the account holder for deletion of the User Data. In these circumstances, we undertake to ensure its deletion within 2 weeks of receiving such a request.
  - (b) A school or individual user's Purple Mash licence has ended, and 12 months have elapsed.
  - (c) User Data has been placed in the "trash bin" for a period of 12 months without being removed or "restored" by the user.
  - (d) User Data has been placed in the "trash bin" and the user has selected "delete" and a further 12 months have elapsed.
  - (e) A email request is made to our technical support team to update the pupil records for the school, and "old pupils" (who have left the school) are not included in the spreadsheet of current pupils. (In such circumstances, the old pupils and their associated data will be moved to the trash bin and dealt with in accordance with paragraph 2.1(c) above).
- 7.3 Once User Data has been deleted from our system in accordance with paragraph 7.2 above it will remain on our database backups for a period of upto 1 month. Thereafter it will be permanently deleted.
- 7.4 Subject to the exception set out below, data that has been published on the Purple Mash platform to the general public for sharing (such as templates, lessons plans etc) will not be deleted in accordance with paragraph 2 above and will remain on the Purple Mash platform until such time as a request is forthcoming from the creation of the Template Data that it should be deleted. On receipt of such a request, we undertake to remove it from our system within 2 weeks, and for it to be deleted from system backups in a further month.
- 7.5 The exception to the rule at 7.4 is that if Template Data has been published in contravention of our guidelines (for instance in breach of copyright), we reserve the right to take it down and delete it earlier (subject to the rules set out in our Terms and Conditions).

## 8 Privacy Policy and Cookies

The information that you provide about yourself to 2Simple will only be used by 2Simple in accordance with its [Privacy Policy](#). We use cookies on our site and by using Purple Mash you consent to the use of such cookies, full details of how we use them are contained within our [Privacy Policy](#). Please read the [Privacy Policy](#) carefully and if you have any questions please email [support@2Simple.com](mailto:support@2Simple.com).

## 9 Jurisdiction and Variation

The English Courts will have exclusive jurisdiction over any claim arising from the matters covered by this agreement or related to a visit to Purple Mash. These terms of use are governed by English law. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make as they are binding on you.

These terms last updated on 11<sup>th</sup> October 2017