

ANNUAL SUBSCRIPTION ORDER FORM

YOUR SCHOOL/COLLEGE:

School/College:	School Order Number:
Address:	
Postcode:	

FINANCE DEPARTMENT CONTACT DETAILS (so we know who to chase for payment of the invoice that most HOD's misplace)

Name:
Position:
Contact Number:
Email address:

HEAD OF MATHEMATICS DETAILS (so we can set up your logins AND send you free stuff!)

Name:	
Email address:	
Signature:	Date:

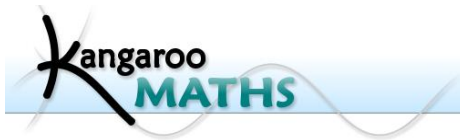
Product	Please tick
KM+ PRIMARY Early Adopter @ £59	
KM+ SECONDARY Early Adopter @ £99	

The (not so) small print:

By placing this order you are confirming that you have a budgetary responsibility and are able to authorise such a purchase. You are also agreeing to abide by the terms and conditions which are available to view on the website and a copy will be sent with your purchase and invoice - payment of which is strictly within 14 days.

TO PLACE YOUR ORDER

Please scan and email this form to support@kangaroomaths.co.uk alternatively you can fax a completed copy to 01527 893791, or finally if you wish you can use snail mail by posting the completed form to JustaRoo Limited, 9 Park Hall, Tothall Lane, Salford Priors WR11 8SG.



The Legal Bit

There is no escaping the fact that we need some legal Terms and Conditions, but we're teachers and you're more than likely a teacher too (this doesn't mean that you *must* be a teacher to continue reading) so we have included a summary of the legal jargon to make it nice and simple.

You will be purchasing an annual subscription to our online materials known as KM+. For ease, the below are the main points:

- This licence is for **your school** and **your school only**. User names and passwords should not be passed to other schools and you must make every effort not to make them publicly available.
- For the term of your subscription, the resources can be saved onto any of your schools computers, on your internal network, your VLE and/or any part of the school/college website that is accessible to pupils and staff only. So basically any pupil or member of staff can use them for study, classroom teaching or lesson planning— but not for any private profit-making activities and cannot be uploaded to external third-party sites.
- This is an annual licence which means 370 days (yes we know it's longer than 1 year!), and shortly before the renewal date we will write to you inviting you to renew the licence.
- Please respect that we have put a lot of time and effort (read that as "blood, sweat and tears") to produce these resources.

Terms & Conditions (The real small print)

School Annual Subscription

JustaRoo Limited ("we") own the copyright trade mark, trade names, patents and other intellectual property rights subsisting in or used in connection with this Product ("the Product") including all materials, worksheets and resources.

It is unlawful to use the Product without our licence. We are willing to license the Product to you only on the condition that you have purchased the Product, or are authorised by a School or College which has purchased the Product to act on their behalf, and you accept all the terms and conditions contained in this Licence Agreement.

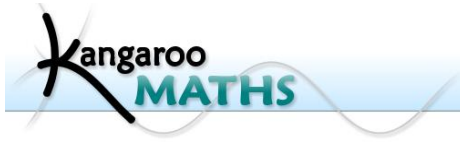
By using this Product you agree to be bound by the terms of this Agreement and accept that it is provided for your use or the use of your school/college only.

1. Licence

- i. In consideration of your agreement to the terms of this Agreement, we grant you a non-exclusive licence to use the Product in accordance with clause 2 below.
- ii. If you bought the Product as a time-limited, renewable subscription, this licence terminates after the stated period of time. For example, an 'annual licence' terminates 370 days after the date on which you purchase the Product.
- iii. This licence is not transferable and save as contemplated by this Agreement you shall not permit or enable any third party to use the Product on behalf of or for the benefit of any third party in any way whatever.

2. Permitted use and restrictions

- i. You may save copies of the Product on to any computer which is under your control upon your premises and you are permitted to use the Product across your internal network.



- ii. Any or all parts of the Product may be installed on the school/college's internal website (intranet) and Virtual Learning Environment (VLE). It may be installed on the school/college's external website, but only in an area that is password-protected for the use of school/college pupils and staff only.
- iii. The Product may not be used by anyone for private, profit-making activities.
- iv. Save for automated electronic back-up processes, you may not make copies or partial copies of any part of the Product software code in any format, including but not limited to paper copies, and digital or electronic copies. You may not make electronic or paper copies of screenshots from the Product.
- v. You may not sub-license, assign, rent, lease or transfer this licence, the Product, or make or distribute copies of the Product.

3. Title

As licensee you own only the right to use the Product. The Product and the copyright and other intellectual property rights are and shall remain our property.

4. Support

Please email support@kangaroomaths.co.uk if you are experiencing difficulties.

We reserve the right to update and amend the Product and we reserve the right to discontinue the Product.

5. Disclaimer

You are responsible for ensuring that your computer networks run appropriate protection against viruses or other malware. We do not take responsibility for any effects of viruses or malware however introduced to your systems.

We exclude and expressly disclaim all express and implied warranties or conditions not stated in this Agreement (including without limitation, loss of income, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This Agreement does not affect your statutory rights.

6. Liability

- i. Our liability to you for any losses shall not exceed the amount you originally paid for the Product.
- ii. In no event will we be liable to you for any indirect or consequential damages, or loss of income. In particular, we accept no liability for any programs or data made or stored with the Product nor for the costs of recovering or replacing such programs or data, but nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence or that of our employees agents or sub-contractors.

7. Undertakings

You undertake to:

- i. ensure that, prior to use of the Product by your employees, agents or students, all such parties are notified of this licence and the terms of this Agreement;
- ii. supervise and control use of the Product in accordance with the terms of this Agreement.

8. Termination

The Agreement and the licence granted to use the Product automatically terminates if you fail to comply with any provisions of this Agreement and termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.

Within 30 days of termination of the licence, you are required to remove the Product from all computers or networks onto which it has been installed, to cease using any back-up copy you have created and to destroy or put beyond use any related installation files or media.

9. Third Parties

The parties do not intend that any provisions of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

10. Entire Agreement

You have read and understand this Agreement and agree that it constitutes the complete and exclusive statement of the Agreement between us with respect to the subject matter of this Agreement.

11. Law and Disputes

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you.