

# Terms of Service – School

These terms of service create a contract between you and UNIFORMD (the "Agreement"). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, please sign below.

## **INTRODUCTION TO OUR SERVICES**

This Agreement governs your use of the UNIFORMD application. Through the UNIFORMD application you can access a marketplace and list items for sale. To use our Services, you need compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). Our Services' performance may be affected by these factors.

## **USING OUR SERVICES**

UNIFORMD is an application that allows you to list items for sale, provide items for free, and to collect monetary donations from your community. Your internet or network service provider may charge you for using data.

By using our services, you affirm your consent to these terms. You cannot use our services without agreeing to our terms.

To create a user account all relevant, accurate contact information must be provided. Any activities that occur under your user account are your responsibility.

The headings used in these Terms of Service are for convenience only and shall have no effect upon the interpretation of this Agreement.

## **PRIVACY**

Your use of our Services is subject to UNIFORMD Privacy Policy.

## **INFORMATION WE COLLECT**

- a. Non-personal Information. We may collect anonymised non-personal information for troubleshooting and analytics.
- b. Information you provide. We may collect your information when you communicate with us or you give us by email, contact forms etc. We will store: School Name, School Address, Logo, School Platform Admins (First, Last Name & Email Address).

## **HOW WE USE INFORMATION**

We use your information to provide you with the services we advertise.

We use your information for direct marketing purposes.

We do not sell, trade, or otherwise transfer your information to outside parties.

We may also disclose any Personal Information we collect, use or receive if required or permitted by law, such as to comply with a subpoena or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

We do not knowingly collect any Personal Information from children under the age of 18. If you are under the age of 18, please do not submit any Personal Information through the Website and Services. If you have reason to believe that a child under the age of 18 has provided Personal Information to us through the Website and Services, please contact us to request that we delete that child's Personal Information from our Services.

We will hold on to your information for as long as we are required to keep it, to ensure we meet our legal requirements. We will only keep what we absolutely need to, and only to make sure we can meet our legal or regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce our Terms & Conditions.

You have a lot of rights relating to your personal information. These are:

- The right to be informed about how your personal information may be used.
- The right to access the personal information we hold about you.
- The right to request the correction of inaccurate personal information we hold about you.
- The right to request that we delete your data, or stop processing it or collecting it, in some circumstances.
- The right to withdraw consent for any consent-based processing at any time.
- You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)), the European country-based Data Protection entity which can be located via the European Data Protection Board ([edpb.europa.eu](http://edpb.europa.eu)) or the appropriate Data Protection Institution within your country base. We would, however, appreciate the chance to deal with your concerns before you approach the data protection body, so please contact us in the first instance.

We will attempt to resolve complaints and disputes and make every reasonable effort to honour your wish to exercise your rights as quickly as possible and in any event, within the timescales provided by applicable data protection laws.

### **THIRD-PARTIES**

Third parties used for payment processing will collect necessary information to process a transaction. Please refer to Stripe terms and conditions and Privacy Policy [www.stripe.com](http://www.stripe.com) .

## **SERVICE AND CONTENT RULES**

We do not provide payment services or a platform for payment services.

We act as commercial agents for participating schools (including you). We will charge you fees in accordance with our current pricing list. We do not charge purchasers.

Your use of the Services and Content must follow the rules in this section. Any other use of the Services is a material breach of this Agreement. UNIFORMD may monitor your use of the Services and Content to ensure that you are following these rules.

You may use the Services and Content only for the registered school account. You may not tamper with or circumvent any security technology included with the Services. You may access our Services and Content only using UNIFORMD software and may not modify or use modified versions of such software. - The term "Content" includes items for sale by your or other schools in the UNIFORMD application or any future products listed by any other party as expressly authorised by UNIFORMD.

You confirm that you own all rights to or authority to use any designs, images, fonts, logos, uploaded to the platform.

You confirm that you have the express authority to list, sell and receive funds from the items listed under your school account.

If anyone other than yourself accesses your school account and makes changes to your settings, account details, legal agreements or list of items for sale these activities will be deemed to have occurred on your behalf and in your name.

You will not submit, transmit or display any content that could be conceived as defamatory, libellous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates our rights or those of any third party.

## **CHANGES**

Our Terms of Service and Privacy Policy may change. We will communicate any changes via email or the platform. If you do not agree to any modifications, you should immediately stop all use of the Services. Your continued use of the UNIFORMD application following the posting of any modifications to this Policy will constitute your acceptance of the revised Policy.

You confirm that we can cease your use of the UNIFORMD application at any time and will not be held responsible for any losses or claims arising against you or any third parties.

## **SALES**

### **PAYMENT PROCESSING AND COMMISSIONS**

Transaction fees will be applied to all transactions with a monetary value made on the platform.

Commission fees will be applied to all purchases of goods listed on the platform.

## **RETURNS AND CANCELLATIONS**

Returns and cancellations will be conducted by direct communication with you, the participating school and the purchaser. Returns and cancellations are purely at the discretion of your school. If a refund is issued, the original transaction fee will not be refunded to the organisation; however, commission will be returned if the refund is made within 2 weeks of purchase.

We give no warranty or accept any liabilities in relation to the purchase process or purchaser of an item using the UNIFORMD platform.

## **COLLECTIONS**

Any collections of purchased items are to be arranged directly with you, the participating school and the purchaser.

We give no warrant or accept any liabilities in relation to the purchase process or purchaser of an item using the UNIFORMD platform.

## **ITEM DESCRIPTIONS**

You agree that items listed by you, the participating school, are current, accurate, non-infringing upon any third-party rights, and in no way unlawful for you to possess, post, transmit or display.

All items are listed to the UNIFORMD application independently by participating schools. We do not warrant item descriptions, application content is accurate, free of errors, complete or current. Any disputes arising from a purchase must be resolved between the purchaser and you as the participating school.

## **INTELLECTUAL PROPERTY**

We do not claim ownership rights on your content. You agree that we will upload images and store them for the sole purpose of displaying them on the UNIFORMD application.

## **LIMITATION OF LIABILITY**

You agree that to the fullest extent permitted by law in each applicable jurisdiction, we, our officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the UNIFORMD application; (3) any unauthorised access to or use of our servers and/or any personal information and/or other information stored therein; (4) any interruption or cessation of transmission (5) the use or display of any content posted, emailed, transmitted, or otherwise made available via the UNIFORMD application (6) events including any internet failures, equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms or any other adverse weather conditions, earthquakes, explosions, acts of God, war, terrorism, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use the UNIFORMD application.

## **INDEMNITY**

You agree to indemnify us and any associated third parties to any dispute or claim arising from a breach of these terms.

## **DISPUTE**

Any dispute or claim arising from activity on the UNIFORMD application shall be governed by and construed in accordance with the law of England and Wales.

## **FEES**

<b><u>FEE TYPE</u></b>	<b><u>Items</u></b>	<b><u>Events/tickets</u></b>	<b><u>Monetary Donations</u></b>
<b><u>Transaction fee</u></b>	1.9% + 25p flat fee per transaction	1.9% + 25p flat fee per transaction	1.9% + 25p flat fee per transaction
<b><u>Commission</u></b>	10%	5%	0%

Fees are inclusive of any applicable sales taxes and will be deducted from proceeds of sales.

## **PAYMENTS**

Payments will be settled by the 20<sup>th</sup> of the month. If you have a negative balance of less than £50 (e.g. if you have issued refunds subsequent to receiving payment from Uniformd for those items), we will deduct the amount outstanding from your future sales. If the outstanding balance remains for 3 months or more, or if the amount owed to Uniformd exceeds £50, we will invoice you for the amount due and payment must be made as per the invoice terms.

## **SUPPORT**

In the event of any technical support related to the platform or account queries please email: [info@Uniformd.co.uk](mailto:info@Uniformd.co.uk) When reporting an issue please provide:

- Description of device being used e.g. iPhone 14
- Browser e.g. Google Chrome, Safari
- Screenshot depicting fault if possible
- Any other detail so we may replicate the fault if required


**CONTRACT TERM**

This Agreement shall commence on the date of signing this Agreement and continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice to the other party and settlement of any outstanding fees payable to us.

Uniformd is a service provided by Elemental Concept (2016) Limited (English company number 10424134), whose registered office is at 22 Great James Street, London WC1N 3ES. We are registered with the Information Commissioner's Office under UK data protection legislation (Registration number ZA 303602).

Email: info@Uniformd.co.uk

Updated: 8 November 2024

_____	<b>ELEMENTAL CONCEPT 2016 LIMITED T/AS UNIFORMD</b>
School Name	
Signature:	
Name:	Anna Wright
Position:	CCO - Founder
Date:	08/11/2024