

Terms and Conditions for Account Holders

Introduction

Welcome to Attend®! We are delighted that you have chosen to use Attend® for your course registration and member management. This document provides all the important terms and conditions that you should be aware of regarding how you can use the Attend® App and what we will do to keep it available for your use. Please read through it carefully so that you are aware of your responsibilities, and then check the box on the registration form to say that you are happy to be bound by these terms.

Definitions

'T&Cs'; 'terms': these terms and conditions and any other document containing terms and conditions governing the use of the app.

Product: 'Attend®'

'App' or 'app': the Attend® app for iOS or Android, and the web app

'us', 'we', 'the company': STCS, Gear House, Saltmeadows Road, Gateshead, NE8 3AH trading as Attend®.

'you': the user of app in the capacity of an account holder i.e. the person who has signed up to use Attend®.

A Member is a person who attends one of your courses or who is parent or responsible person for children who attend one of your courses.

Accessing the app

By accepting these terms you agree to comply with them. We may from time to time revise these terms and other related documents that govern the use of the app. Whenever we do so we will give you 30 days' notice of the new terms' implementation.

Compliance is determined by active opt-in: clicking the checkbox to agree to the T&Cs, and your continued use of the app is taken as continued agreement to the terms.

Access to the app, and the associated mobile app, will be by means of a username (email address) and password.

As an account holder you will define a username and password on registration. Your username and password are personal to you – only you may use them to access your account on any device and you are responsible for logging out of the app so that your account is kept secure. You will be held responsible for any activity that occurs on your account as a result of your failure to keep your device and login details safe.

Privacy

See our privacy policy for how we store and use your personal data.

The app will make use of cookies to enhance your browsing experience. Continued use of the app will be taken as consent for cookies to be stored on your browser. None of the data stored within the cookie will enable you to be identified.

Use of the app

You agree not to copy any part of the app including source code, branding, images, etc or distribute the app to a third party in any form. You agree not to use the app to undertake any unlawful activity or engage in any activity designed to disrupt, or otherwise interfere with the service provided by the app.

You agree to take every precaution to keep access to any devices using the app safe and secure and protect the data held on your devices. You agree that you will only use the personal data provided in the app for the purposes of running and managing your course(s) and you will not misappropriate any data for your own commercial or other gain. In this respect in GDPR terms you will be the Data Controller for the personal data held within your account, but only your account, and Attend® is the Data Processor.

When you register for an account you agree to provide true and accurate information about yourself and you are responsible for keeping your personal information up-to-date. We can accept no liability for loss, errors in the service or failure to receive messages, as a result of incorrect information.

Our liability

As an account holder, you acknowledge that all responsibility for acting on the information about medical details and other relevant needs of the member held in the app as required lie with you the account holder and you undertake to ensure that any course leader or coach that you employ or use to deliver courses also acknowledges their responsibility in this regard.

We accept no liability for incorrect, or an absence of, data displayed in the app as a consequence of details being entered incorrectly or not at all.

We accept no liability for any loss, injury or other negative consequence arising in relation to your use of Attend®.

Access to the app

We will make every effort to keep the service running for you to access the app, but the nature of the internet and cloud services means that it is not possible to guarantee constant access. We accept no liability for loss etc. which may occur when internet access is suspended due to circumstances beyond our control.

When the app is used to record attendance, it will endeavour to access the internet and upload data at regular intervals. Data may move from the Attend® database to the app such as when a new course is created or when new members register to attend a course or data may move from the app to the Attend® database such as when some attendance is recorded. This two-way transfer of data is commonly called syncing. If the app is unable to sync it will store newly entered data locally and continue to try to sync until it is successful. The app will always attempt to sync when it is first opened.

The service will occasionally be taken down for maintenance purposes. These times will be advertised in advance by email to the Account Holder.

On occasion it will be necessary to update or make alterations to the app. It is the Account Holder's responsibility to ensure that their Course Leaders/Coaches know to check and update the Attend®

app on their phones or other mobile devices. We will accept no liability for loss or damage as a consequence of using an outdated version of the app.

We are not responsible for maintaining compatibility with all new or updated operating systems and devices.

Pricing Policy

Account holders will benefit from a one month's free trial period which will begin when the first attendance on any course is recorded. Prior to logging the first course attendance, account holders will have unlimited access to the set-up functionality in the web app, enabling them to create courses, create members and add them to a course and other functions.

At the end of the trial period if you wish to continue using Attend® you will be required to sign up to a subscription to Attend® by giving your card details to Stripe who will handle all payments you make to the app. Attend® will not retain in its system any of your card details.

There are three payment rates which will be calculated according to your usage at the end of each calendar month, based on the number of members registered on courses running that month.

1-120 members registered on live courses: £10 per month

121-200 members registered on live courses: £15 per month

201+ members registered on live courses: £30 per month

If you choose not to subscribe to Attend® at the end of your free trial period, you will retain read-only access to your course, member and report data for a period of 60 days, after which time if no subscription is taken out, access to the account will be terminated and your data will be archived in accordance with our privacy policy.

At the end of each month following your trial period your usage will be calculated and you will be sent an invoice by email detailing how much you need to pay. Payment will be taken by Stripe on or around 10th of each month for the previous month from the card details you provide when you sign up for your Attend® subscription. If your trial period ends in the middle of a month your charge for the month will be reduced pro-rata.

We reserve the right to change monthly prices or band thresholds from time to time and such changes will be advised as changes to these terms and conditions. Accordingly, you will have 30 days' notice of any change.

Termination

We reserve the right to terminate your account if you are found to have infringed these T&Cs or engaged in any other activity with the app which could be deemed unlawful or otherwise detrimental to the reputation of the app or the company or its associates.

You can terminate your account at any time without notice or financial penalty and you will only be required to pay the charge corresponding to that period in your final month before you terminated your account. You will remain liable for any monies owing from the final or previous periods that remain unpaid.

If you inform us that you wish to terminate your account we shall prevent you making further changes to your data though you may still access the data for a further 60 days. At the end of the 60-day period following your notification to terminate your account, your access to the data held will be terminated.

Any monies owed to the company for use of the app will remain payable regardless of who instigates the termination of the account.

Intellectual Property

We reserve the right to be recognised as the authors and creators of all code, design and aspects of all versions of the Attend® app.

All rights reserved.

Other legal points relating to T&Cs

We reserve the right to change these T&Cs and any other documents associated with the app at any time and for any reason. If we do make changes to the T&Cs we will inform you.

Communication

We will communicate with you by means of system and other emails concerning Attend®. When you register with the system you will be added to a Mailchimp list and sent several introductory messages, as well as other emails which we consider could be useful or interesting to you. You can unsubscribe from these messages, and other marketing emails at any time by clicking the unsubscribe link in the message.

System emails will be sent to inform you about members signing up to your courses, invoices when you subscribe to Attend® and other necessary communications. These will be essential for the maintenance of your account, and you will not unsubscribe from these by clicking the link in the information emails.

Privacy Policy

Access to the Attend® system through a browser or a mobile app is protected by a user name, which is a person's email address, and a password. The password must be at least 10 characters long. All users agree, through the terms and conditions, to keep their passwords safe and not to divulge them.

When a member books on a course Attend® will keep those details for the duration of the course and for a period of six months after the course has finished. In those six months following the end of a course the person's details may be used by the Account Holder or Course Leaders or Coaches to contact the member and invite them to enrol on further courses that could be of interest. After the six-month period if the member has not enrolled for further courses the member's personal details will be archived and no further contacts from Attend® will be made.

Except in the above case the Attend® system will not be used to distribute any personal details unless we are required to do so be the police, a court or somebody of similar legal standing.

When requested to do so by one of your members you agree to provide the member with all of the data you hold about them, and that if they ask for their data to be deleted you agree to do this even though the implication for a course that is still running is that the member is effectively withdrawing

from the course. If you are asked to delete a member's details you may contact Attend® at the address below and we will be able to help you with that.

If you need to get in touch with Attend® regarding this privacy notice or for any other reason please write to Attend® Support at the address below. Attend® is a product owned by STCS and their address is STCS, Gear House, Saltmeadows Road, Gateshead, Tyne & Wear, United Kingdom, NE8 3AH.