



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, click "Agree".

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

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.

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 post any changes. If you do not agree to any modifications, you could immediately stop all use of all 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

Payment of items purchased on the UNIFORMD application are processed through a third-party payment provider. Full payment terms and conditions can be found at stripe <https://stripe.com/gb>.

Commission fees due to us will be charged in accordance with our current pricing list

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.

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

We will levy a charge of 15% of the total order value with a minimum charge of 40p.

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

In circumstances where an order or item has been refunded within 2 weeks of the transaction, the commission will not be applied. A processing fee to cover the cost of the Stripe transaction fee will however be applied to orders or items that have been refunded.

Statements for the proceeds of sales will be issued on the first day of the month for the previous month's transactions. Payments will be settled on the 20th of the month.

e.g., For transactions from 1st to 31st June the statement will be raised on 1st July and payment settled on 20th July

SUPPORT

In the event of any technical support related to the platform or account queries please email: support@uniformd.co.uk. When reporting an issue please provide:

- Description of device being used e.g. iPhone 7, Samsung Tablet
- 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).

E-mail: **info@uniformd.co.uk**

Telephone: **+44 7961 354 367**

Updated: **2nd March 2022**

School Name:

**ELEMENTAL CONCEPT 2016 LIMITED
T/AS UNIFORMD**

Signature:

Name:

Position:

Date: