

# Terms and Conditions

Welcome to On the Button software, provided by Quality Early Years Ltd (No 10761378). This is an internet-based web service. Quality Early Years Ltd.'s address is Dickens House, Guithavon Street, Witham, Essex, England, CM8 1BJ.

Our commitment is to provide you with personalised software reflecting your organisation within two working days of payment. A working day is a day when banks are open in England. On the Button is a powerful tool designed to record and manage information related to the well-being of children and staff members. By consolidating information logs, the software facilitates a comprehensive overview, including features such as email and SMS alerts for daily low-level concerns and immediate notifications for high-risk scenarios. On the Button collates information chronologically from regular team members and senior staff so it can all be communicated to external bodies.

The flexibility of On the Button allows your organisation to adapt its use to suit your needs best. Whether adding every child with or without background information, the software intelligently identifies children more at risk. This assessment is a guide only; a risk score does not imply abuse but serves as a helpful guide. A child with a lower risk score may prove to have safeguarding concerns. Similarly, all staff members can be added to foster a caring ethos among colleagues. Alternatively, children or staff may be added as needed as specific concerns arise.

Complementing the software is On the Button support, where our focus is on optimising your use of the tool rather than addressing specific well-being or safeguarding concerns. We provide short help videos guiding you through On the Button's features.

Additionally, we offer several scheduled face-to-face sessions each month and ongoing WhatsApp messaging support, ensuring you have the assistance you need to maximise the benefits of being On the Button.

We welcome your constructive criticism and ideas on improving the software's ongoing success in supporting your children and your staff team. Thank you for choosing On the Button, where your personalised software meets dedicated support for your organisation's well-being.

## Acceptance of Terms:

Please carefully review the Terms and Conditions this document outlines before commencing On the Button. Your agreement to these terms is a precondition for initiating the use of our software. Should you encounter any challenges or have queries, please do not hesitate to contact us at [hello@weareonthebutton.com](mailto:hello@weareonthebutton.com). If your concerns cannot be resolved to your satisfaction, we are committed to issuing a refund for your initial payment.

By proceeding with the use of On the Button, your agreement signifies your acceptance of all the stipulations detailed in this document. We appreciate your diligence in familiarising yourself with these terms.

## **License and Restrictions:**

On the Button is made available under a licensing agreement for use on unlimited computers, tablets and mobile devices that connect to the service via the Internet. Your employees are permitted to use the software. Your responsibility is to ensure that each employee keeps their passwords confidential and is disabled from using On the Button as they leave your employment. You must use all reasonable endeavours to prevent unauthorised access to or use of On the Button. In the event of such unauthorised access or use, promptly notify On the Button using this emergency phone number: +44 (0) 7909785568.

You have no rights to sub-contract, sub-licence, or assign your copy of On the Button to anyone not officially employed by your organisation. Unless On the Button officially approves it in writing, you're not allowed to use the software and the service in any way other than what's allowed in this document. Trying to bypass or ignore these rules is considered breaking our contract.

It is imperative that you refrain from copying, modifying, or reverse engineering On the Button. The software's creators exclusively hold the copyright. Your adherence to these terms ensures the protection of intellectual property rights and the continued availability of this valuable tool.

## **Payment Terms:**

### License Duration and Calculation

On the Button, software licences are payable for each month of the year. Payment is determined by the maximum number of children you can accept at one time. This figure can be found on your Ofsted report, or the number provided during your registration visit. For children's clubs, for instance, if your 'dance classes' has a maximum capacity of 30 children each day in total (it could be 3 classes going on at one time of 10 children), the charge will be for 30 places.

### Payment Notice:

A Payment Notice, issued by On the Button at the start of this agreement, details the financial arrangement, including the designated bank account and reference number for payments. A revised Payment Notice will be sent at least annually.

### Adjustment for Changes in Capacity:

If the number of places on your Ofsted report changes within the first 12 months or later, a new Payment Notice will be sent, and payments will be adjusted accordingly. This also applies if you inform us of an increase in places.

### Payment Methods and Tariffs:

Unless specified differently in your Payment Notice, there are two payment methods: annually or monthly, each with a distinct tariff. Your initial Payment Notice, which included the setup fee, allowed you to pay annually or monthly.

### Monthly Payments and Standing Orders:

We do not send separate monthly invoices for monthly payments. To ensure timely payments, we recommend you set up a standing order.

**Renewal and Fee Changes:** After 12 months, a new Payment Notice will outline fees for the next year, including any fee increases. Special arrangements from the previous Payment Notice will be honoured regardless of any regular increase.

### Billing Cycle and Pay Date:

Billing operates on a calendar month basis, requiring future payments to be made before the first payment date for the subsequent period. This date is referred to as your 'Pay Date.'

### Examples to Explain 'Pay Date':-

If paid annually on April 3rd, 2024, the Pay Date is the 3rd. A new Payment Notice will be sent as a reminder to pay before April 3rd, 2025.

If paid monthly on April 3rd 2024, the monthly fee is due on the 2nd of each subsequent month, ready for the Pay Date of the 3rd.

### **Non-Payment of Fees:**

On the Button shall be under no obligation to provide you with a service when payment has yet to be made. We may, without liability to yourself, turn off your version of On the Button while fees remain unpaid, and interest shall accrue on such due amounts at an annual rate equal to 4% over the then current base rate of On the Button's bank at the date the payment became due, commencing on the due date and continuing until fully paid, whether before or after a court judgement.

We will issue a single reminder for prompt payment.

If payments are not received within 14 days from the reminder, access to On the Button will be temporarily suspended until the outstanding amount, including the upcoming month's payment, is settled.

The software license will be reinstated upon payment, and regular future payments will be anticipated.

Please note that On the Button reserves the right to levy a £20 fee on the outstanding amount if your organisation experiences frequent suspensions and reinstatements of the software. This charge will cover the staff time involved in executing these procedures.

### **Termination and Notice Period:**

Either party may terminate this licence immediately by giving the required amount of written notice. The notice starts on the next Pay Date, and this contract will be closed

at the end of the period paid. Notice during the first 90 days of the guarantee period requires one week's notice.

To terminate your subscription, you must write to [hello@weareonthebutton.com](mailto:hello@weareonthebutton.com). If On the Button gives you notice, we will notify you using the email address connected with your software.

On the Button may choose to terminate this contract immediately if you fail to respond to On the Button's communications regarding non-payment after 30 days of the Pay Date when fees became outstanding. In this instance, On the Button will give you three days to download your data. Following the expiration of this period, your software and data will be destroyed.

### **Severability:**

If any provision of this agreement is judged illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

### **Guarantee:**

We offer a full 90-day money-back guarantee.

### **Refund Policy:**

A full refund is available within the initial 90 days, starting from the first Pay Date.

For annual payments with normal notice provided (i.e. after the 90 day guarantee period), we will refund the difference for future months using the monthly rate from the last pay date for the calculation. Monthly payers should give notice on their Pay Date, eliminating the need for any refunds.

### **Access:**

Experience the convenience of On the Button anytime, day or night – it's available 24/7. To assist you on your journey, we provide helpful video resources for a smooth start.

### **Intellectual Property:**

Keeping your payments up to date grants you a license to use the software's features and upload your unique data. Rest assured, your data is confidential; it remains your property, and you have the freedom to download it whenever you deem necessary. If you intend to cease using On the Button, it is crucial to download your data before the conclusion of the notice period.

On the Button software is the exclusive property of Quality Early Years Ltd, holding all intellectual property rights. This includes, as applicable, patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other intellectual property rights (whether registered or unregistered) anywhere in the world.

You have no right to copy, adapt, reverse engineer, de-compile, disassemble, modify, adapt or make error corrections to On the Button in whole or in part, including references to On the Button on reports you may share.

You may not access or share any part of the software to build a product or service that competes with On the Button, or sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make On the Button available to any third party.

While your license is non-transferable, your uploaded information can be shared with anyone you choose. It's important to note that once you delete children or staff members' information, this action is irreversible, and On the Button cannot recover that data.

Your software and all associated data will be deleted two months after you give notice, ensuring a thorough and secure removal process. If there are any additional aspects you'd like to highlight or clarify, feel free to provide more details for further refinement.

### **Warranty and Disclaimers:**

The intention is for On the Button to be always available via secure Microsoft Azure Servers. The service is provided by a third-party hosting company on our behalf, and its availability is dependent on server availability and the broadband provision to any premises that you access software from. Therefore, On the Button is not liable if, for any reason, the software is unavailable at any time or for any period. On the Button shall provide the software to you using reasonable skill and care. Because of the nature of the Internet, software, and databases, errors and omissions do occur, and therefore, On the Button does not give any other warranties. In particular, we do not warrant that the service is free from infection or anything else that has contaminating or destructive properties.

### **Data Protection and Privacy:**

By accepting this document's contents, you permit On the Button to store your organisation's personal data, staff members, and children. You are the data controller, and On the Button is the data processor. Although not our intention, should your data be moved outside the UK, On the Button will inform you.

Our company follows data protection rules and is registered with ISO. We use strong security measures like encryption, multi-factor authentication, and a system that controls who can see what. We also keep your data separate for extra safety.

You are responsible for ensuring that your data has, in principle, given their consent and permission for it to be added to On the Button, so we can lawfully use, process and transfer it in accordance with this licence on your behalf, as required by all applicable data protection legislation. Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data or its accidental loss, destruction, or damage.

The terms of this licence are confidential, and you may not disclose them without the prior written consent of On the Button.

A separate Privacy Policy is attached to the software as this document is stored. That document may be amended from time to time by On the Button at its sole discretion.

### **Updates and Maintenance:**

We usually update and fix things at times that won't bother your regular work hours. On the Button shall use reasonable endeavours to inform you of any planned downtime that we become aware of or any unplanned downtime of which we become aware when the software is not available temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

If we ever need to stop On the Button for significant changes, we'll try to plan and let you know when it will happen so you can plan, too.

### **Customer Support:**

Short videos in the software are available to assist if required. Furthermore, face-to-face support and ongoing support on WhatsApp messaging are available.

### **Indemnity:**

You must protect, support, and keep On the Button safe from any problems because of how you use the software. This includes dealing with claims, legal actions, losses, and expenses. But, On the Button should be told about any issue quickly, and we will help if needed. However, you will decide how to deal with the problem. Furthermore, you will cover the costs of handling these issues, like going to court or paying for legal help.

On the Button cannot promise that the software will always work perfectly with no interruptions or mistakes. Also, we do not guarantee that the software and the information you get from it will always meet what you need. If there are delays or problems when data is sent over the Internet or other communication networks, On the Button isn't responsible for any loss or damage that happens. Using our service might have some limits, delays, and other issues related to its communication tools.

You are entirely responsible for what happens when you use the service and for any decisions based on that use. We won't be blamed for mistakes or missing information you provided to us when initiating your software. Also, we won't be held responsible for any actions taken if you tell us what to do or request.

Any other promises, guarantees, or terms that could affect both parties or be automatically included in this license or any related agreement, whether required by law, common practice, or in any other way, are not part of this agreement as much as the law allows.

On the Button is not responsible for any losses or damages that you (or anyone connected to you) may experience. This includes both direct and indirect losses or damages, whether they happen right away or later. Specifically, On the Button is not liable for (a) Special damage, even if On the Button knew about the situation that could cause such special damage. (b) Loss of profits, expected savings, business opportunities, or goodwill. (c) Loss of data. Also, no matter if it's related to this license or any other agreement, the total responsibility of the On the Button, whether in a contract, tort, or any other legal situation will never be more than the amount equal to the fees.

You understand that no promises were made before agreeing to this license. You agree that, when deciding to go along with the On the Button licence, you didn't depend on any promises (whether spoken or written) from anyone other than what's written in this agreement. If there were any promises that you relied on before agreeing to have On the Button, they can't ask for any solutions or hold On the Button responsible for those promises, except for what's stated explicitly in this document.

### **Force Majeure:**

Neither party is responsible for delays or failure to fulfil their duties in this agreement if caused by events beyond their control. These events could include natural disasters, government actions, war, fire, floods, explosions, or civil unrest. It's important to note that even if these events happen, the Licensee is still obligated to make any payments outlined in this agreement.

### **Changes to Terms:**

Thirty days' notice will be given to you should On the Button wish to change any terms and conditions in this document. You will have the right to challenge the changes. On the Button, the terms and conditions may change again after customer feedback, and another 30 days' notice will be given. Unless we notify the contrary, you will agree to the new terms and conditions. After 30 days, this document will be replaced with the documentation.

### **Governing Law and Jurisdiction:**

This licence shall be governed by and construed by English law, and each party hereby submits it to the non-exclusive jurisdiction of the English courts.

### **Entire agreement clause.**

This licence, together with any other documents referred to herein, contains the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings between the parties relating to that subject matter.

09-03-2024

# Privacy Policy

## TERMINOLOGY

Seniors: generally, the business owner or one or more designated persons, including the Designated Safeguarding Lead(s) decided by the business owner. They 'take charge' of the software within the establishment.

Permissions: This is the information requested by the software regarding a person's restrictions on using the software, controlled by user name and password.

## DATA PROTECTION

A double password system is in place. The first allows a setting access to the system. The second allows individuals to sign in and have access to the software and their setting's data. Individuals are named and have their own passwords.

As staff leave your organisation, a Senior should remove them from the system, preventing access to the stored data.

Personnel from On the Button cannot access the data of individual settings. Seniors may choose to give personnel from On the Button access to their data by assigning a temporary username and password. After use, the seniors should delete this Password to preserve data privacy.

Sensitive information about families has been purposefully limited. The data is stored on secure servers within the UK and fully complies with data protection within the UK.

09-03-2024