

Synergy Cloud Order Form & Terms of Use

Thank you for your interest in IBS Schools Synergy Cloud, please complete this order form and return it to IBS Schools. This information will allow us to make changes to your schools firewall and monitor your ongoing use of the product. Installation will take place onsite and will include a training session with a dedicated member of staff on how to use the product and recover files, if required.

School:	
Purchase Order Number:	
Vendor Number: 3206 (WCC Schools)	
School contact:	
Primary email address:	
What devices do you wish to install Synergy on? i.e. server \ workstation	
Server IP address: (To be added to the Synergy Cloud Group on the firewall)	

Please relevant box to indicate what package you wish to sign up to.

Product	Storage Capacity	Annual Price	Please Tick
Synergy Cloud Bronze (Server Licence)	512GB	£100.00	<input type="checkbox"/>
Synergy Cloud Silver (Server Licence)	1.5TB	£175.00	<input type="checkbox"/>
Synergy Cloud Gold (Server Licence)	2TB	£350.00	<input type="checkbox"/>
Synergy Cloud Platinum (Server Licence)	5TB	£625.00	<input type="checkbox"/>
Additional Synergy Cloud licence for desktop computers. This product is for desktop\laptop computers and can only be purchased when a full server licence has been purchased, any data will be deducted from your server licence quota.		£15.00	<input type="checkbox"/>

Please relevant box to indicate who will install the equipment.

Chargeable Installation required by an IBS Schools technician:	<input type="checkbox"/>
Installation to be carried out free of charge by your IBS Schools Peritech during a scheduled visits:	<input type="checkbox"/>

I wish to take advantage of the IBS Schools Procurement service and would like an order placed for goods as detailed above. I authorised for changes to be made to our schools broadband filters on the specified IP address and I confirm I have read and agree with the terms and conditions of Synergy Cloud.

I have authorised that the goods/services detailed above can be ordered from IBS Schools, and will be invoiced with a 30 day payment term, to be paid by electronic funds transfer. I also authorised that a change can be made to the above IP address(s) to allow Synergy services to run correctly.

Signed (Head teacher) Date.....

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1. By using the Services you agree to be bound by these Terms in their entirety for the period of time agreed between the parties (the "Fixed Contract Period"), such period to be renewed automatically in accordance with these Terms.
2. If you are using the Services on behalf of an organisation then you are agreeing to these terms for that organization and are warranting that you have the authority to bind that organization to these terms. In that case "you" and "your" will refer to that organisation.
3. You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with IBS Schools and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

Your Files and Privacy

4. By using our Services you provide us with information, files, and folders that you submit to IBS Schools Synergy Cloud (together, "your files"). You retain full ownership to your files. We don't claim any ownership of any of your files. These Terms do not grant us any rights to your files or intellectual property except for the limited rights that are needed to run the Services, as explained below.
5. We may need your permission to do things you ask us to do with your files, for example, hosting your files, or sharing your files at your discretion. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. You give us the permissions we need to do those things solely to provide the Services. This permission also extends to trusted third parties we work with to provide the Services.
6. To be clear, aside from the rare exceptions we identify in the IBS Schools Synergy Cloud [Privacy Policy](#), no matter how the Services change, we won't share your content with others, including

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law enforcement, for any purpose unless you direct us to. How we collect and use your information generally is also explained in the IBS Schools Synergy Cloud [Privacy Policy](#).

7. You are solely responsible for your conduct, the content of your files, and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.
8. We may choose to review public content for compliance with our community guidelines, but you acknowledge that IBS Schools has no obligation to monitor any information on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Services.

Sharing

9. The Services provide features that allow you to share your files with others or to make your files public. There are many things that users may do with your files (for example, copy it, modify it, reshare it). Please consider carefully what you choose to share or make public. IBS Schools has no responsibility for that activity.

Modifications

10. We may revise these Terms from time to time and the most current version will always be posted on the IBS Schools website (<https://www.ibschools.co.uk>). By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised terms and conditions. If you do not agree to the revised terms and conditions, please stop using the Services.

Software and Updates

11. Some of our Services require you to download a client software package ("Software"). IBS Schools hereby grants you a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available. Your acceptance of such updates is required under the Terms.

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Account Security

12. You are responsible for safeguarding the password that you use on your IBS Schools Synergy Cloud account to access the Services (the "Account") and you agree not to disclose your password to any third party. You are responsible for any activity using your Account, whether or not you authorised that activity. You should immediately notify IBS Schools of any unauthorised use of your Account.

Your General Responsibilities

13. Files and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not IBS Schools, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Services.
14. You, and not IBS Schools, are responsible for maintaining and protecting all of your files. IBS Schools will not be liable for any loss or corruption of your files, or for any costs or expenses associated with backing up or restoring any of your files.
15. If your contact information, or other information related to your Account, changes, you must notify us promptly and keep your information current.

Limitation of Liability

16. THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IBS Schools will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software.
17. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL IBS SCHOOLS SYNERGY CLOUD, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT IBS SCHOOLS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING

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TO THE SERVICES MORE THAN THE GREATER OF £20 OR THE AMOUNTS PAID BY YOU TO IBS SCHOOLS FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION.

Termination

18. You can stop using our Services any time by contacting us in writing at least 1 week prior to the end of the Fixed Contract Period. Fees paid by you to us prior to your decision to stop using our Services will not be refunded to you.
19. We reserve the right to suspend or terminate the Services at any time, without cause, with or without notice to you. At our sole discretion, we may refund unused portion of fees for each Fixed Contract Period paid for the Services on a pro-rata basis.
20. In the event of a material breach by you of these Terms, we retain the right to suspend or terminate these Services to you without any notice to you. If we terminate for a material breach of these terms, no refund of any fees paid will be offered. It shall constitute a material breach of these Terms if we have a reasonable belief that you:
 1. use the Services in any way that would cause us legal liability or be deemed a use for an illegal purpose;
 2. use the Services in such a manner that has the effect of disrupting others' use of the Services;
 3. repeatedly or flagrantly violate any of these Terms;
 4. act in conflict with a court order, or our providing the Services to you is in breach of a court order;
 5. represent a danger to the best interests of other customers or third-parties;
 6. use the Services in a manner that results in excessive bandwidth usage, as determined by us;
 7. directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services or manipulate Services in any manner not specified by us;

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8. use the Services to store, backup or distribute material protected by intellectual property rights of a third-party unless you own or have appropriate rights to such material;
 9. engage in activity that damages or is likely to damage our tangible or intangible assets;
or
 10. otherwise act in breach of the terms of our Acceptable Use Policy
21. If we suspend or terminate your use, we will use commercially reasonable efforts to work with you to resolve such issues and re-instate the Services, and failing such resolution, we may be able to help you retrieve your files, however there may be an additional cost to these additional efforts and we will notify you of this fee before commencing same.

Jurisdiction

22. THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY UNITED KINGDOM LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE COURTS OF LONDON, UK AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and IBS Schools with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. IBS Schools failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but IBS Schools may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. IBS Schools Synergy Cloud and you are not legal partners or agents; instead, our relationship is that of independent contractors.

Additional Terms applicable to use of IBS Schools Synergy Cloud Backup

37. Services, including the IBS Schools Synergy Cloud Backup and Drive are sold on a per-computer basis. You are only permitted to backup data stored on a) internal hard drives of that computer, b) externally connected drives, such as USB drives, connected to that computer or c) NAS storage devices attached to that computer. Backing up of NAS storage devices may incur an extra charge on some Backup Packages.

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38. An upper usage limit will be included on each Backup Package. The applicable upper limit will be notified to you at time of Backup Packages sale. The upper limit for any single internal or external drive will include NAS devices and USB drives. In the event that your usage exceeds the applicable limit on the Backup Package sold, IBS Schools will contact the customer to inform them that the limit has been reached and that additional storage must be purchased to continue with the product.
39. With the exception of our Synergy Drive, Services that include IBS Schools Synergy Cloud Backup are not to be used for archiving. You must at all times hold an original copy of the data in the original location on the system it was backed up from. If you delete files from your computer that have been backed up we will remove the corresponding backup from our servers.
40. You must at all times run the IBS Schools Synergy Cloud software on any computer that is being backed up and you must ensure this computer connects to the Internet and logged on for the service to work correctly.
41. If you wish to restore data backed up onto our servers we may require up to 72 hours notice. Whilst ordinarily we would expect your data to be available for restore immediately, we reserve the right to archive data in facilities where it may not be available for immediate access.

Acceptable Use

You agree not to misuse the IBS Schools Synergy Cloud Services. For example, you must not, and must not attempt to, use the Services to do the following things.

1. Probe, scan, or test the vulnerability of any system or network;
2. Breach or otherwise circumvent any security or authentication measures;
3. Access, tamper with, or use non-public areas of the Service, shared areas of the Service which you have not been invited to, IBS Schools Synergy Cloud (or our service providers') computer systems;
4. Interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
5. Plant malware or otherwise use the Services to distribute malware;

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6. Access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
7. Send unsolicited communications, promotions or advertisements, or spam; send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
8. Publish anything that is fraudulent, misleading, or infringes another's rights; promote or advertise products or Services other than your own without appropriate authorization;
9. Impersonate or misrepresent your affiliation with any person or entity;
10. Publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
11. Violate the law in any way, or violate the privacy of others, or defame others.

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Privacy Policy

This Privacy Policy provides our policies and procedures for collecting, using, and disclosing your information. Users can access the IBS Schools Synergy Cloud service (the "Service") through a dedicated website, applications on Devices, through APIs, and through third-parties. A "Device" is any computer used to access the IBS Schools Synergy Cloud Service, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device. This Privacy Policy governs your access to the IBS Schools Synergy Cloud Service, regardless of how you access it, and by using our Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy. All of the different forms of data, content, and information described below are collectively referred to as "information".

1. The Information We Collect And Store

We may collect and store the following information when running the IBS Schools Synergy Cloud Service:

Files: We collect and store the files you upload, download, or access with the IBS Schools Synergy Cloud Service ("Files"). If you add a file to your IBS Schools Synergy Cloud that has been previously uploaded by you or another user, we may associate all or a portion of the previous file with your account rather than storing a duplicate.

Log Data: When you use the Service, we automatically record information from your Device, its software, and your activity using the Services. This may include the Device's Internet Protocol ("IP") address, browser type, the web page visited before you came to our website, information you search for on our website, locale preferences, identification numbers associated with your Devices, your mobile carrier, date and time stamps associated with transactions, system configuration information, physical system information, metadata concerning your Files, and other interactions with the Service.

Cookies: We also use "cookies" to collect information and improve our Services. A cookie is a small data file that we transfer to your Device. We may use "persistent cookies" to save your registration ID and login password for future logins to the Service. We may use "session ID cookies" to enable certain features of the Service, to better understand how you interact with the Service and to monitor aggregate usage and web traffic routing on the Service. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of the Service.

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2. How We Use Personal Information

Personal Information: In the course of using the Service, we may collect personal information that can be used to contact or identify you ("**Personal Information**"). Personal Information is or may be used: (i) to provide and improve our Service, (ii) to administer your use of the Service, (iii) to better understand your needs and interests, (iv) to personalize and improve your experience, and (v) to provide or offer software updates and product announcements.

Geo-Location Information: Some Devices allow applications to access real-time location-based information (for example, GPS). Our mobile apps do not collect such information as of the date this policy went into effect, but may do so in the future with your consent to improve our Services. Some photos you place in IBS Schools Synergy Cloud may contain recorded location information. We may use this information to optimize your experience. Also, some of the information we collect from a Device, for example IP address, can sometimes be used to approximate a Device's location.

Analytics: We also collect some information (ourselves or using third party services) using logging and cookies, which can sometimes be correlated with Personal Information. We use this information for the above purposes and to monitor and analyze use of the Service, for the Service's technical administration, to increase our Service's functionality and user-friendliness, and to verify users have the authorization needed for the Service to process their requests. As of the date this policy went into effect, we use Google Analytics.

3. Information Sharing and Disclosure

Service Providers, Business Partners and Others: We may use certain trusted third party companies and individuals to help us provide, analyze, and improve the Service (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Service's features). These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy.

Third-Party Applications: We may share your information with a third party application with your consent, for example when you choose to access our Services through such an application. We are not responsible for what those parties do with your information, so you should make sure you trust the application and that it has a privacy policy acceptable to you.

Compliance with Laws and Law Enforcement Requests; Protection of IBS Schools Synergy Cloud's Rights: We may disclose to parties outside IBS Schools Synergy Cloud files stored in your IBS Schools Synergy Cloud and information about you that we collect when we have a good faith belief that disclosure is reasonably necessary to (a) comply with a law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) investigate fraud or other criminal activity; or (d) to protect IBS Schools Synergy Cloud's property rights. If we provide your IBS

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Schools Synergy Cloud files to a law enforcement agency as set forth above, we will remove IBS Schools Synergy Cloud's encryption from the files before providing them to law enforcement. However, IBS Schools Synergy Cloud will not be able to decrypt any files that you encrypted prior to storing them on IBS Schools Synergy Cloud.

Non-private or Non-Personal Information: We may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of our Service.

4. Changing or Deleting Your Information

If you are a registered user, you may review, update, correct or delete the Personal Information provided in your registration or account profile by changing your "account settings". If your personally identifiable information changes, or if you no longer desire our service, you may update or delete it by making the change on your account settings. In some cases we may retain copies of your information if required by law.

5. Data Retention

We will retain your information for as long as your account is active or as needed to provide you services. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. In addition, we do not delete from our servers files that you have in common with other users.

6. Security

The security of your information is important to us. When you enter sensitive information on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL). We follow generally accepted standards to protect the information submitted to us, both during transmission and once we receive it. No method of electronic transmission or storage is 100% secure, however. Therefore, we cannot guarantee its absolute security.