

Terms and Conditions for Nurture International, 2024

Please read these terms and conditions carefully before using our websites operated by Nurture International.

The first Acceptance (as that term is defined below) in relation to any Product creates a binding contract between Nurture International and the Client on the terms and conditions set out in these terms. On Acceptance, the Reader confirms that they are duly authorised on behalf of the Client to place an order for the applicable Product subject to the terms and conditions set out below. The Reader also warrants that the information submitted in signing up for any Product is correct and accurate to the best of their knowledge.

DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the definitions and rules of interpretation in this clause shall apply.

"Account Data" means any data or information which is provided to Nurture International to enable the administration of the Client's account, such as contact and billing information;

"Agreement" or "Terms and Conditions" means these terms of use which may be amended by Nurture International from time to time as described below;

"Applicable Law" means (for so long as and to the extent that they apply to Nurture International) the law of the European Union, the Data Protection Legislation and any other law that applies in the UK

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Client" means the corporate entity or organisation ordering the Service(s) as indicated during the sign-up process;

"Client Data" means any data, information or material provided or submitted by the Client, or the Users, using the Service or generated by the Service in the course of using the Service including but not limited to learner data held in the Service, but excluding Account Data;

Controller means an entity that alone or jointly with others determines the purposes and means of Processing of Personal Data.

Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

"Data Protection Legislation" means any applicable law relating to the processing of personal data and privacy in force from time to time in the UK including (where applicable) the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and any regulation from time to time in the United Kingdom which

implements Directive 2002/58/EC of the European Parliament) and the UK GDPR and any legislation or regulation implementing the UK GDPR from time to time in the United Kingdom

"Licence Term" means the period during which the Client is licensed to use a Product pursuant to this Agreement;

"Personal Data" shall have the meaning set out in the UK GDPR;

Processor means an entity that Processes Personal Data on behalf, and in accordance with the instructions, of a Controller

"Service(s)" means the provision of (i) access to the Products via the Website; and (ii) any other products and services provided to the Client by Nurture International, to which Nurture International informs the Client are being granted under this Agreement;

"User(s)" means the Client's employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by the Client (or by Nurture International at the Client's request);

PRIVACY & DATA PROCESSING

Nurture International's processing policy in relation to the Client Data provided as part of the Client's use of the Service may be viewed here. The processing policy sets out the scope, nature and purpose of processing by Nurture International, the duration of the processing and the types of Personal Data within the Client Data and categories of data subject. Nurture International reserves the right to modify its processing policy where required by Data Protection Legislation from time to time.

Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, for any Personal Data within:

- I. the Account Data, Nurture International is the data controller; and
- II. the Client Data, the Client is the data controller and Nurture International is the data processor; (where data controller and data processor have the meanings as defined in the UK GDPR).

Nurture International may process Personal Data within the Account Data outside the European Economic Area provided Nurture International will comply at all times with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

Without prejudice to the generality of the forgoing of this clause, Nurture International shall, in relation to any Personal Data within the Client Data:

- I. process that Personal Data only on the written instructions of the Client unless Nurture International is required by the Applicable Law to process that Personal Data otherwise. For the avoidance of doubt, entering this Agreement by the Client constitutes written instructions to Nurture International to process the Personal Data within the Client Data to enable Nurture International to operate and provide the Services, and to otherwise process such Personal Data as identified in this Agreement;
- II. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- III. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- IV. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- V. notify the Client without undue delay on becoming aware of a Personal Data breach;
- VI. in anticipation of termination of this Agreement either return or delete the Personal Data in accordance with "Data Return and Destruction", unless required by Applicable Law to continue to store the Personal Data; and
- VII. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Client or the Client's designated auditor.

Nurture International is permitted to process the Client Data by anonymising it and (where applicable following such anonymisation) aggregating it with other data sources in connection with Nurture International's development of its products, strategies, or services or any further purpose related to Nurture International's business, including for analytics, marketing, research, development, benchmarking purposes and additional services. For the avoidance of doubt, following such anonymisation, the derivative data

shall not be considered to be Personal Data for which Nurture International is the data processor on behalf of the Client.

The Client consents to Nurture International appointing the following classes of third-party processors of Personal Data under this Agreement:

- I. service providers acting as processors based in the EEA who provide IT, hosting development and system administration services;
- II. professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the UK who provide consultancy, banking, legal, insurance and accounting services;
- III. HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

Nurture International confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause with any third-party processor who has access to Personal Data within Client Data. As between the Client and Nurture International, Nurture International shall remain fully liable for any failure of such third party processor to fulfil such substantially similar data protection obligations as if such actions were the actions of Nurture International.

Nurture International may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

Data return and Destruction

Upon termination of this Agreement, at the choice of the Client, the Nurture International shall delete securely or return or delete all Personal Data to the Client.

If any law, regulation, or government or regulatory body requires Nurture International to retain any documents or materials that would otherwise be required to returned or destroyed, it will make reasonable efforts to notify the Client in writing of that retention requirement.

The Client is responsible for ensuring the accuracy of the data shared with Nurture International, and that this remains relevant and up to date. Personal data regarding learners who are no longer on roll with the Client must be removed to ensure only current learner information is stored. When the service between the Client and Nurture International ceases, Nurture International will retain Client Data for [insert timeframe] from the relationship end date, which will then be permanently deleted.

Nurture International has a statutory responsibility to retain Account Data for a period of 7 years in line with HMRC regulations.

Conditions of use

By using this website for the Digital Developmental Portrait and/ or the main website www.nurtureinternational.co.uk , you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to stop using the websites accordingly. Nurture International only grants use and access of the websites, its products, and its services to those who have accepted its terms.

Privacy Notice

Before you continue using our website, we advise you to read our privacy Notice regarding our user data collection. It will help you better understand our practices.

Data Usage

Nurture international is registered with the ICO: Reference: **ZB535912**

Data may be used for research purposes. Data will be anonymised to protect identifiable information. For further details please read our privacy policy.

When you access the Digital Developmental Portrait, you must ensure that you are using a secure device. Nurture International will provide you with your initial password which you must change to strong password before you add any learner data.

Nurture International complies with the UK General Data Protection Regulation (UK GDPR).

Age restriction

You must be at least 18 (eighteen) years of age before you can use this website. By using this website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. Nurture International assumes no responsibility for liabilities related to age misrepresentation.

Intellectual property

You agree that all materials, products, and services provided on this website are the property of Nurture International , its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the Nurture International's intellectual property in any way, including electronic, digital, or new trademark registrations.

User accounts

As a user of this website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information.

You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

Applicable law

By using this website, you agree that the laws of the UK, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Nurture International and you, or its business partners and associates.

Disputes

Any dispute related in any way to your use of this website or to products you purchase from us shall be arbitrated by state or federal court in the UK and you consent to exclusive jurisdiction and venue of such courts.

Indemnification

You agree to indemnify Nurture International and its affiliates and hold Nurture International harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

Limitation on liability

Nurture International is not liable for any damages that may occur to you as a result of your misuse of our website.

Nurture International reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through electronic mail. This Agreement is an understanding between Nurture International and the user, and this supersedes and replaces all prior agreements regarding the use of this website.