

Terms and Conditions

1 Application of Terms and Conditions

1.1 These terms and conditions ("**Terms and Conditions**") set out the agreement between you and Pearson Education Limited ("**Pearson**", "**we**", "**us**") in relation to your use of the Pearson Assessment Cogmed Working Memory Training service ("**Cogmed**") and the associated materials including the software that we send to you as part of your Contract, (the "**Cogmed Materials**").

In addition, your use of Cogmed is governed by the following documents and material:

- 1.1.1 your order form as may be amended by agreement between us prior to acceptance ("**Order**" and "**Order Form**");
- 1.1.2 Cogmed Training Web available at <http://training.cogmed.com> and Cogmed Coach Training;
- 1.1.3 the service level agreement provided as part of your welcome pack or otherwise available from Pearson on request which governs installation, training and support of Cogmed ("**Service Level Agreement**");
- 1.1.4 the privacy policy provided or referred to as part of your welcome pack or otherwise available from Pearson which governs our use of your data ("**Privacy Policy**");
- 1.1.5 the end user licence agreement provided as part of your welcome pack or otherwise available from Pearson on request which governs use of Cogmed by your end users ("**End User Licence Agreement**").

1.2 The documents referred to in clause 1.1 above and these Terms and Conditions represent the entire terms agreed between us in relation to their subject matter and form a binding contract between Pearson and you ("**Contract**"). They are legal documents which you should read carefully before signing your Order.

1.3 These Terms and Conditions shall govern and be incorporated into the Contract and shall prevail over any terms or conditions (whether or not inconsistent with these Terms and Conditions) contained or referred to in any correspondence, order, documentation submitted by you elsewhere or implied by custom, practice or course of dealing.

1.4 Any additional package that you subsequently purchase from us to use Cogmed that was not included at the time of signing the original Order shall be subject to the terms of the separate contract entered into between you and us as a result of our acceptance of any subsequent order and the terms and conditions in place at the time of you purchasing the additional package or as otherwise stated in the contract.

1.5 If there is any inconsistency between these Terms and Conditions and your Order(s) these Terms and Conditions shall prevail.

1.6 In these Terms and Conditions "**School**" shall mean the school stated on your Order Form and "**Medical Organisation**" shall mean the medical organisation e.g. NHS and/or private practice stated on your Order Form (as the case may be). "**Organisation**" shall mean the organisation stated on your Order Form such as your School or Medical Organisation as the case may be.

2 Service Access

2.1 After our acceptance of your Order, you shall complete and return any additional documentation required by us in connection with your use of Cogmed, including without limitation in connection with us maintaining a list of registered coaches ("**Coaches**") of Cogmed.

2.2 We will then issue you with an ID and password(s) to enable you and your Coaches, teachers, pupils and employees currently working at or enrolled with the School or Medical Organisation stated on your Order Form (including your clients currently registered at your Medical Organisation) ("**Users**") to access Cogmed. Thereafter, you will be responsible for administering password access by your Users to Cogmed in accordance with the guidelines and instructions supplied with the Cogmed Materials and in the Cogmed Training Web, including regarding appropriate access being given to different Users e.g. Coaches. We shall use reasonable endeavours to make access to Cogmed available to you from the date of implementation.

2.3 You must provide Pearson with accurate and complete information when you place your Order. It is your responsibility to update Pearson of any changes to that information by emailing info@psychcorp.co.uk.

2.4 You are responsible at your expense for all hardware, software, network availability and Internet connectivity required to use Cogmed including without limitation ensuring that any proxy and/or firewall is configured to allow Cogmed to access the Internet. Recommended system requirements can be provided on request.

2.5 We will provide you with support in accordance with our Service Level Agreement.

3 Your Use of Cogmed

3.1 You may provide to and authorise Users to access Cogmed through your Organisation's internal network, through the appropriate webpages or at the User's individual home address and only in accordance with the terms of your Contract. You are responsible for ensuring that your Users comply with the terms of your Contract including the End User Licence Agreement. You are responsible for your Users' consent to undertake the Cogmed training and/or their guardian's consent if the User is under age.

3.2 When providing and authorising Users to access Cogmed, you shall ensure that your Coaches follow the coach method requirements and/or quality criteria contained within the Cogmed Coach Training and/or the Cogmed Training Web. You shall not authorise Users to access Cogmed without them firstly receiving such guidance from one of your Coaches.

3.3 You are responsible for preventing unauthorised use of Cogmed through your Organisation's internal network or on any other permitted Users' network. If you believe that there has been any breach of security (such as the disclosure, theft or unauthorised use of any ID or other passwords) or other unauthorised use you must notify us immediately by emailing info@psychcorp.co.uk.

3.4 If we believe or have reasonable reason to suspect that Cogmed is being used by you or your Users in any way which is not permitted by your Contract, we may suspend your use of Cogmed and block access from your ID (this will not affect any other legal rights which we may also have under your Contract or otherwise).

3.5 To maintain levels of quality of Cogmed if we believe or have reasonable reason to suspect that you or your Coaches are not following the requirements and/or quality criteria contained within the Cogmed Coach Training and/or the Cogmed Training Web, we may suspend your use of Cogmed and block access from your ID and/or we may request that your Coaches undertake further Cogmed Coach Training at your expense at our then current rates.

4 Intellectual Property Rights

4.1 On payment of the applicable Fee as set out in your Order, we will grant you a non-exclusive non-transferable licence for the term of your Contract (as more particularly described in clause 10) and subject to clause 4.3 below to access, use and display the Cogmed Materials (including printing material from the Cogmed Training Web) delivered or made available to you as part of Cogmed on a computer screen, for non-commercial purposes only (except if you are a Medical Organisation you and/or your Coaches may charge for the professional time involved in coaching your registered client Users to use Cogmed).

4.2 The rights granted in clause 4.1 only permit you and your Users to access, use and display the Cogmed Materials at the individual address of the Organisation specified on your Order Form as well as the individual home address of your Users or as otherwise agreed in writing by us. It does not permit you or your Users or anyone else authorised by you to access, use and display the Cogmed Materials at any additional premises or units or associated premises, units or divisions or by an associated authority of the School or Medical Organisation, except as expressly permitted by the terms of your Contract. If you require the right to access, use and display the Cogmed Materials at more than one address, you will need to submit additional Order(s) for each address and obtain additional licence(s).

4.3 You may not (except as permitted by your Contract or by any applicable law) without prior written permission from Pearson, and will ensure that Users do not:

4.3.1 copy, reproduce, modify, print, decompile the Cogmed Materials or any part thereof beyond what is expressly permitted by your Contract;

4.3.2 share any ID and/or password(s) concerning use of the Cogmed Materials;

4.3.3 redistribute any of the Cogmed Materials (including by using it as part of any library, archive or similar service);

4.3.4 remove the copyright or trademark notice from any copies of the Cogmed Materials;

4.3.5 create a database in electronic or structured manual form by systematically downloading and storing all or any of the Cogmed Materials;

4.3.5 sub-license, assign, sell, lease, lend, rent, transfer, charge or otherwise deal in or encumber the Cogmed Materials or make the Cogmed Materials available to a third party (except where expressly permitted by your Contract); or

4.3.6 in any way commercially exploit any of the Cogmed Materials.

4.4 All intellectual property rights in the Cogmed Materials, including the copyright and patent rights in the Cogmed Materials is owned by Pearson or its licensors and shall remain vested in them at all times.

4.5 The Cogmed Materials may contain content owned by third parties which is licensed to Pearson ("**Third Party Content**") which will be marked with the copyright notice of those third parties. Some of the Third Party Content will be subject to additional restrictions - the relevant copyright notice will make it clear where that is the case. You are responsible for ensuring that Users comply with such restrictions.

4.6 The Cogmed Materials may contain software owned by third parties which is made available for download in order to allow Users the ability to view Content ("**Third Party Software**"). Your use of the Third Party Software is governed by the terms of any licence agreement that may accompany or be included with that Third Party Software. You appoint us as your agent to accept the terms of such licences on your behalf as part of installation. You are responsible for ensuring that Users comply with such licence agreements.

4.7 You acknowledge that on occasion we may need to remove certain parts of the Content for legal or commercial reasons (for example, if our licence to use Third Party Content or Third Party Software expires or terminates for any reason) and accordingly you will on receipt of a notice from us immediately remove any part of the Content in accordance with our instructions. In the event that such content is not removed within 24 hours, you will indemnify us against all costs, claims and expenses resulting from such non-removal.

4.8 The Pearson name, Pearson logo, Cogmed name, Cogmed logo, Psychcorp name, Psychcorp logo and all other trademarks appearing in the Cogmed Materials are trademarks of Pearson and its licensors. You acknowledge that "Cogmed" and other brands used on Cogmed are trademarks and that you may not use them without written permission. You may not remove or destroy any copyright markings or other markings on any of the Cogmed Materials.

5 Fees

5.1 You agree to pay the fees calculated in accordance with your Order ("**Fees**"). We reserve the right not to supply goods or services without a valid Order. Pearson will issue an appropriate VAT invoice for your first set of Fees and you will pay the Fees together with any VAT properly applied to the Fees due at the applicable rate. Thereafter Pearson will issue invoices annually or as otherwise agreed for the Fees due at our then current rates (details of which are available on request). Invoices are payable within 30 days of the date of the invoice.

5.2 In the event that you require us to provide any additional training and/or consultations you agree to pay for these at our then current rates (details of which are available on request).

5.3 Any additional fees which arise that are not included in your original Order (such as, but without limitation, fees for training or for additional packages require a separate Order and shall be charged at our then current rates (details of which are available on request) or the rates otherwise agreed, and shall be invoiced by us in arrears as and when they arise.

5.4 We may suspend provision of all or part of Cogmed if you are in arrears with the payment of Fees for more than 60 days from the due date.

5.5 We may charge you interest on overdue sums at the rate of four per cent (4%) per annum above the prevailing rate of HSBC Bank plc from the relevant due date until the date payment is made.

5.6 We expressly reserve the right to increase any and all of the Fees due to an increase in third party costs or inflation incurred by us in supplying Cogmed. The revised Fee(s) shall be deemed to apply immediately on notice to you and your obligations to make payment shall be deemed amended accordingly.

5.7 Any right of set off, deduction or withholding is hereby expressly excluded and all sums due from you shall be paid by you to us free from any deductions, withholdings or set off of any kind.

6 Confidentiality

6.1 Each party agrees to keep all commercial, financial or other confidential information obtained from the other in connection with Cogmed confidential. Each party will only disclose the confidential information to those of its employees, and sub-contractors (or, in the case of the Pearson, to its associated companies) who need to know the same for the purposes of the Contract and shall use all reasonable endeavours to procure that those employees, agents and sub-contractors abide by such restrictions.

6.2 The obligations of confidentiality set out above shall not apply to any information which a party can show:

6.2.1 at the time of its acquisition was in, or at a later date has come into, the public domain, other than as a result of a breach of its confidentiality obligations;

6.2.2 it knew prior to first disclosure to it by the other party; or

6.2.3 it received independently from a third party with the full right to disclose.

7 Data Protection

7.1 We collect your and your Coaches' personal information for the purpose of providing Cogmed to you, which purpose includes verifying legitimate Coaches of Cogmed. This information will not be disclosed to third parties, except as required by law or to successors in title to our business and suppliers that process data on our behalf. We will retain this information to help improve our services to you.

7.2 You warrant that you have complied with your obligations under the Data Protection Act 1998, which obligations include without limitation obtaining your Coaches' consent to the processing of their personal information in relation to the provision of Cogmed and obtaining your Coaches' consent regarding the processing of any sensitive personal data or confidential information which relates to Coaches, teachers or other Users.

7.3 You agree to provide Users with a copy of the End User Licence Agreement and the Cogmed Privacy Policy from time to time prior to their using Cogmed as provided by us to you and at any other time on request.

7.4 We undertake throughout the term of your Contract to maintain appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, loss, destruction, damage or disclosure of any personal data from our premises and adequate security programmes and procedures to ensure that unauthorised persons do not have access to such data or to any equipment used to process such data and you acknowledge that you have a similar duty to protect the personal data which you hold and that you will maintain suitable security measures.

8 Warranties

8.1 We warrant that:

8.1.1 we have full right and title to enter into the Contract;

8.1.2 we will use reasonable skill and care in the performance of our obligations under your Contract.

8.2 However, because of the nature of sources from which we obtain the Cogmed Materials and of the Internet, we do not give you or your Users any other warranties. All other warranties, representations or terms having equivalent effect that might be implied by law are excluded to the extent permitted by law, including any warranties as to satisfactory quality or fitness for a particular purpose. In particular, we cannot guarantee:

8.2.1 the accuracy of content contained in the Cogmed Materials;

8.2.2 the achievement of certain performance during or after the Cogmed training;

8.2.2 the availability of Cogmed;

8.2.3 that Cogmed will be free from infection by viruses or anything else that has contaminating or destructive properties.

8.3 No representative of Pearson is authorised to give or make any other representation, warranty, condition or term or modify the warranties provided in this clause 8 in any way.

9 Limitation of Liability

9.1 Pearson will not be liable for any special, indirect, consequential or incidental damages (including damages for loss of use) arising in contract, tort or otherwise from your (or your Users') use of or inability to use Cogmed, or from any action taken (or refrained from being taken) as a result of using Cogmed.

9.2 You acknowledge that we have no liability for any loss, claim or damage suffered by or made against you or your Users as a result of any unauthorised access to Cogmed through your Server/internal network or breach by any of you, your Users or other parties of the terms of your Contract.

9.3 You acknowledge that we have no liability for any injury, direct or indirect, caused by a violation of the Cogmed training method instructions and/or warnings contained in the Cogmed Materials.

9.4 In any event, the liability of each of us to the other in respect of any claim for breach of contract, negligence or otherwise in relation to Cogmed shall be limited to £50,000.

9.5 Nothing will limit either party's liability for death or personal injury directly caused by its negligence.

9.6 You will promptly inform Pearson in the event of any claim by a third party received by you in relation to Cogmed and will comply with Pearson's reasonable requests in relation to such claim.

10 Term

10.1 Your submission to us of an Order Form, signed by you, shall signify your acceptance of the Terms and Conditions and any other terms of your Contract.

10.2 Your contract commences on the date your Order is accepted by us. The date on the invoice will be the date your Order is accepted ("**Initial Invoice Date**").

10.3 Your contract continues for an initial period of one year from the Initial Invoice Date and then automatically renews for subsequent annual periods on the anniversary of the Initial Invoice Date unless terminated by either of us in accordance with the terms of your Contract.

11 Termination

11.1 You may terminate your Contract by giving notice to us at least three months before the expiry of the anniversary of the Initial Invoice Date or the subsequent anniversaries of the Initial Invoice Date as the case may be. Subject to you providing the required notice specified in your Contract, your Contract will terminate on the impending anniversary date. A shorter notice period of your intention to terminate your Contract will only be accepted at Pearson's discretion.

11.2 Notwithstanding your obligations to provide notice to us of your intention to terminate in accordance with the terms of your Contract, we will send you notifications in advance advising you that renewal is approaching and of any changes to the Fees and a reminder of what you need to do in order to terminate your Contract (unless you have already provided notice to us in accordance with clause 11.1).

11.3 Either of us may terminate the Contract by notifying the other in writing if the other materially breaches any of the terms of the Contract and fails to remedy that breach (if capable of remedy) within 14 days of the notice of the breach.

11.4 We may terminate the Contract immediately if we believe or if we have reason to believe there is a breach of security or if you or your Users fail to comply with the End User Licence Agreement or the recommendations for use as set out in the Cogmed Materials.

11.5 We may terminate your Contract on giving you reasonable notice if we discontinue Cogmed.

11.6 On termination of your Contract your licence to use Cogmed will terminate. You will delete all content from the Cogmed Materials from your Organisation's internal network or the address specified in your Order as the case may be. The provisions of clause 4 (Intellectual Property Rights) clause 6 (Confidentiality), clause 7 (Data Protection), clause 8 (Warranties), clause 9 (Limitation of Liability), clause 11 (Termination), clause 13 (Content Submission) and clause 14 (General) will survive any termination or expiration of your Contract.

12 Changes

12.1 Pearson is continually seeking to improve Cogmed. Pearson reserves the right, at its discretion, to make changes to any part of Cogmed provided that it does not materially reduce the content or functionality of the relevant service.

12.2 Pearson reserves the right to vary the terms of the Contract on one month's notice. Upon expiry of the period stated in the notice, the varied terms shall apply unless you have provided us with notice in accordance with clause 12.3.

12.3 If you do not agree to the varied terms you shall provide us with notice to this effect before the expiry of the notice period stated in clause 12.2 and you shall remain on your existing terms until the end of the current term when your Contract will terminate. The provisions of clause 11.6 will apply.

13 Content Submission

13.1 Cogmed may contain links to other websites and resources, either directly or through frames and, where possible we will make clear where such links are being made. Independent third parties provide these sites and Pearson is not responsible and shall not be liable for the availability or content of these outside resources.

14 General

14.1 Neither you nor Pearson will be liable for any failure or delay in performing our respective obligations under your Contract to the extent that the failure or delay is the result of any cause or circumstance beyond our reasonable control.

14.2 You may not assign or transfer your rights or obligations under your Contract without our written consent. We may assign or transfer our rights and obligations under your Contract to another member of the Pearson Group. "**Pearson Group**" shall mean the companies controlling, controlled by or in current control with Pearson.

14.3 Your Contract represents the entire terms agreed between us in relation to its subject matter. You acknowledge that you have not relied upon any statement or representation not recorded in your Contract inducing you to enter into it, provided that nothing in your Contract shall exclude the liability of either party for any pre-contractual statements or representations made fraudulently.

14.4 If any provision of your Contract is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of your Contract which shall remain in full force and effect.

14.5 Failure by either you or Pearson to exercise any right or remedy under your Contract does not constitute a waiver of that right or remedy.

14.6 The relationship of the parties established by the Contract is that of independent contractors, and not an employment, agency, partnership, franchise, joint venture or any other such relationship. Each of the parties shall conduct its respective business at its own initiative, responsibility and expense and shall have no authority to incur any obligations on behalf of the other party to the Contract.

14.7 Any notice to be given under these Terms and Conditions or the Contract to either party may be served by the other party either by being sent by first class post to such party at the address set out on the Order Form or such other address as that party may notify in writing to the other from time to time or by e-mail or facsimile to such address or number as that party may notify in writing from time to time. Any notice served by post shall be deemed to have been served on the working day next following the date of posting or sending. Any notice sent by facsimile or email transmission shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy thereof is sent by recorded first class delivery to the other party within 24 hours after transmission.

14.8 A person who is not party to your Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14.9 Your Contract is governed by, and construed in accordance with, English law and you agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with your Contract or the legal relationship established by it, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

14.10 Headings in this Agreement are for convenience only and will have no legal meaning or effect.

14.11 Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

Service Level Agreement

This document ("**Service Level Agreement**") sets out the installation, training and support services which we will provide to you as part of your Contract.

Please read this document carefully as it contains details of what you need to do if there is a problem with Cogmed and what we will do to help you to correct it. This document is legally binding and forms part of your Contract with us. The definitions in bold in the Terms and Conditions have the same meaning where used in this Service Level Agreement.

"**Support Services**" means the support services for Cogmed provided by Pearson as part of your Contract and includes the following:

- Help Desk Service
- Error Correction Service

1. Help Desk Service

An "**Error**" is a failure of or fault in Cogmed, which may be a degradation in performance or a loss of functionality, or which may be a minor or cosmetic Error that does not impact on the functioning of Cogmed. In extreme circumstances an Error may result in the unavailability of Cogmed so that no processing can take place.

If you identify an Error you must:

- make a preliminary assessment of the severity of the Error and/or check your system requirements by visiting www.psychcorp.co.uk/cogmedsupport; and
- report the Error to the Help Desk as soon as possible on 0845 630 8888 or email info@psychcorp.co.uk including full details and any evidence or other information of or relating to the Error.

Our Help Desk will be staffed by suitably qualified personnel who will provide telephone advice, consultation and assistance to you from 9.00am to 5.00pm Mondays to Fridays excluding UK public holidays

2. Error Correction Service

Within a reasonable period following receipt of the report of the Error we will:

- investigate the Error and provide an initial response which will include an estimate of the time required to fix the Error;
- correct the Error within a reasonable time of your reporting the Error to us or, if correction is not possible, provide a temporary fix, solution or workaround that will enable you to avoid the Error until we provide a full or permanent solution; or
- inform you if we do not consider the Error one which it is our responsibility to correct.

The Error Correction Service does not include the correction of any Errors to the extent that they are caused by:

- any unauthorised modification of Cogmed by you or a third party;
- your use of Cogmed other than in accordance with its documentation and your Contract, including without limitation your failure to comply with clause 2 (Service Access) of the Terms and Conditions;
- a failure or fault in any third party products, services or materials or the use or combination of Cogmed with third party products, services or materials not supplied by us or certified by us as being interoperable or compatible with Cogmed;
- functional changes to Cogmed that you specifically request us to undertake; or
- an Error that arises due to your or your Users' act or default or any misuse by you or your Users of Cogmed.

3. Back Up Service

We will back up your Cogmed data when you connect to our Cogmed server provided that you maintain your Internet connection. Where you have failed to maintain your Internet connection we shall not be responsible for the loss of any such data during this period, nor your reliance on content in Cogmed data that may be out of date. We will not be responsible for any failure to back up your Cogmed data due to any reason beyond our control, including but not limited to the non-availability of your network or the Internet.

4. Escalation

If a dispute arises between us in connection with the Support Services that cannot be satisfactorily resolved within 5 working days then the dispute shall be:

- a. *1st Stage* – referred to our Customer Service Manager and the main Cogmed Contact set out in your Order, and if not resolved within 5 working days of such reference then escalated to
- b. *2nd Stage* – our Cogmed Manager in the UK and your Finance Manager, and if not resolved within 5 working days of such reference then escalated to
- c. *3rd Stage* – our Managing Director for Pearson Assessment UK and your School's Headteacher or your Medical Organisation's Head of service or to any successor in title or replacement personnel as is agreed between us.

If no resolution is possible then either of us may terminate in accordance with the termination provisions below.

5. Your obligations

Our provision of the Support Services is conditional upon you:

- a. making payment of the Fees set out in your Order as may be subsequently changed in accordance with the Terms and Conditions and this Contract;
- b. complying with the Terms and Conditions, including without limitation your requirements pursuant to clause 2 (Service Access);
- c. using all reasonable efforts to ensure that use of the Support Services are only made after your proficient and trained staff have attempted to, and failed to, resolve the Error;
- d. first using the Help Desk Service then applying any proposed fix we communicate to you. You must have the person seeking Help Desk support stationed near the appropriate equipment when calling the Help Desk;
- e. ensuring you keep your Server and other hardware in good working condition;
- f. complying with our reasonable requests for assistance whether in terms of personnel or documentation or other materials in the reproduction, diagnosis, investigation and correction of any fault or error or query relating to Cogmed;
- g. providing us with all facilities and materials (including any relevant licences, consents or permissions) reasonably required by us to perform the Support Services including, without limitation, access to your equipment, remote access facilities and staff.

6. Intellectual Property

We (or our licensors) will own any intellectual property rights in any additions, bug fixes, enhancements or new versions of Cogmed and the relevant intellectual property provisions of your Contract shall apply to the same.

7. Term and Termination

The term and termination provisions applicable to this Service Level Agreement are the same as more particularly described in clauses 10 and 11 of the Terms and Conditions.

Upon termination of your Contract in accordance with clause 11, this Service Level Agreement automatically terminates. In addition, either of us may terminate this Service Level Agreement if the other is in material breach of its provisions and that breach cannot be remedied within a reasonable time. Where the breach can be remedied within a reasonable time, the party alleging the breach will give the other notice of its intention to terminate, setting out full details of the breach and stating a reasonable time for its resolution.

8. Changes to this Service Level Agreement and General Provisions

The general provisions set out in clause 12 (Changes) and 14 (General) of the Terms and Conditions shall apply to this Service Level Agreement.

Cogmed Privacy Policy

The privacy policy applicable to your Contract can be found at <http://www.pearsoned.co.uk/Privacynotice/> as amended from time to time. We reserve the right to change this policy from time to time.

Through your use of Cogmed, you consent to this policy. If you have any queries about our use of your personal information please contact us on 0845 630 8888 or by e-mail at info@psychcorp.co.uk.

End User Licence Agreement

Cogmed is owned and operated by Pearson Education Limited. By using Cogmed you accept the terms of this End User Licence Agreement. If you do not agree to the provisions of this End User Licence Agreement, you may not use Cogmed. Your School's or Medical Organisation's use of Cogmed is governed by a separate licence agreement which applies alongside this End User Licence Agreement.

The definitions in bold in the Terms and Conditions have the same meaning where used in this End User Agreement.

1 Right to use content

Cogmed, in particular the content delivered through it, is owned by us or is under licence to us from other entities.

You are permitted to access Cogmed content on computers only through password access within your Organisation's internal network or your individual home address if you are a permitted User of your Organisation to retrieve and display the content on a screen, print individual pages from the Cogmed Training Web and store such pages in electronic form on disk and on your Organisation's internal network for your access and for general working memory training purposes only.

You may not:

- a. use, reproduce, deal with, modify, adapt, reverse engineer, decompile or disassemble the whole or any part of Cogmed, except as permitted by this End User Licence Agreement;
- b. use Cogmed without your School or Medical Organisation having firstly provided you with guidance on how to use it. If you have not received any such guidance you should discontinue using Cogmed and contact your School or Medical Organisation;
- c. share any ID and/or password(s) provided to you in connection with your use of the Cogmed Materials;
- d. publish, transmit, distribute, perform or sell any Cogmed content;
- e. download the whole or any part of Cogmed for distribution to anyone outside of your School or Medical Organisation (except as expressly permitted in the Terms and Conditions);
- f. remove any copyright, trademark or other notices on Cogmed content and/or the Cogmed Materials; or
- g. interfere with or disrupt Cogmed or any servers or networks connected to it.

2 Plug-ins

Cogmed makes some software (owned by other parties) available for download in order to allow you to view content ("**Plug-ins**"). Your use of Plug-ins is governed by the terms of any licence agreement that may accompany or be included with those Plug-ins.

3 Limited Warranty and limitation on liability

The Cogmed content is supplied for general working memory training purposes. Although we will use our reasonable skill and care to make this content available, we do not guarantee its continued availability or accuracy, or that it is up to date, or the achievement of certain performance during or after the Cogmed training. We also make no warranty that Cogmed is free from viruses or anything else that has contaminating or destructive properties.

If you have any claim (for breach of contract, negligence or otherwise) in respect of your use of Cogmed, then this should be addressed through your School or Medical Organisation. You should be aware that any claim will be limited to the amount that your School or Medical Organisation has paid or should have paid to us for use of Cogmed for the 12 months preceding the claim.

In the case of death or personal injury caused by our negligence, however, our liability will not be limited.

You are responsible for all claims, costs and expenses (including reasonable legal expenses) that we incur if you breach this End User Licence Agreement.

4 Changes

We reserve the right to make changes to these terms. We will make it clear when any such changes are made, but would suggest that you check these terms on a regular basis so that you are aware of these changes. These changes will not affect the terms of the separate licence agreement which your school has entered into with us.

5 Trademark notice

The Pearson logo, the Pearson name, the Cogmed logo, Cogmed name and cogmed.com, the Psychcorp logo and Psychcorp name are trademarks of Pearson Education Limited and its licensors and you may not use them or any other third party trademarks contained on Cogmed without our prior written permission.

6 General

This End User Licence Agreement is governed by English law. In the event of any dispute regarding this End User Licence Agreement or any matter related to Cogmed you agree to submit to the exclusive jurisdiction of the English Courts.

Our failure or delay to exercise any right or remedy under this End User Licence Agreement does not constitute a waiver of that right or remedy.

This End User Licence Agreement contains the entire agreement between us regarding Cogmed (including the Privacy Policy which is available from your School or Medical Organisation or at <http://www.pearsoned.co.uk/Privacynotice/>). Your School's or Medical Organisation's use of Cogmed is governed by separate licence and support agreements which you are also obliged to comply with. Your non-compliance with these agreements may result in our suspension or termination of your School's or Medical Organisation's access to Cogmed.

If any provision of this End User Licence Agreement is held invalid, the remaining provisions shall continue in effect.

A person who is not party to this End User Licence Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this End User Licence Agreement. This shall not affect any right or remedy of a third party which exists or is available apart from that Act.

We will not be responsible for any breach of this End User Licence Agreement caused by circumstances beyond our reasonable control.

We may immediately suspend or terminate your access to Cogmed without notice if any breach of this End User Licence Agreement by you is brought to our attention or in the event of breach or termination of your School or Medical Organisation's agreement.