

Project Q Terms of Use

Last Updated: January 2024

Introduction

The following Terms of Use apply to your use of Project Q's Website and Products. By accessing and viewing the Website and using the Products you agree to these Terms of Use. This document should be read in conjunction with our Privacy Notice on the Project Q Website.

1 Definitions

In these Terms of Use, unless inconsistent with the context or otherwise specified, the following definitions apply to words and expressions.

'Administrator User' means those User accounts designated by the centre or individual ordering the product who are granted elevated permissions within the system to administer student data, User data and permissions.

'Project Q' means AQA Education a registered charity (number 1073334) and a company limited by guarantee registered in England and Wales (number 3644723). Our registered address is AQA, Devas Street, Manchester M15 6EX.

'Centre' means school, college, tutorial college or another similar organisation.

'Product' means any product, service, content, or package (off-line or online) purchased by you or provided to you via the Website(s) and provided to you in any format.

'Terms of Use' means these terms of use and any additional terms and conditions or disclaimers with reference to, or displayed on, the Websites, whether accessible via hyperlink or otherwise.

'User' means each person accessing the Website(s) and/or Products.

'We/us' means AQA Education a registered charity (number 1073334) and a company limited by guarantee registered in England and Wales (number 3644723). Our registered address is AQA, Devas Street, Manchester M15 6EX. (Data Processor)

'Website' means the publicly accessible parts of Project Q's Website(s) located at projectq.co or any subsequent or additional URL / subdomain used by Project Q from time to time.

'Working Day' means any day other than Saturday or Sunday or any English Bank Holiday or other English national holiday.

'You/you/your' means the user accessing and using this Website or Product and (if any) the legal entity you represent during the course of employment or engagement by that entity. (Data Controller).

2 General Principles

2.1. Project Q's Website is to provide information, products, and services. The products, services and Website are subject to availability. Use of the Website indicates your agreement to abide by these Terms of Use. If you do not wish to abide by these Terms of Use, you may not and should not access or use this Website.

2.2 These Terms of Use refer to the following additional terms, which also apply to your use of the Website and Products:

- Our Privacy Notice

2.3. If you have any queries relating to the use of the Project Q Website or Products, please use the contact form on the projectq.co Website.

3 Revisions, Suspension and/or Withdrawal

3.1. Project Q reserves the right to amend these Terms of Use at any time by publishing revisions on its Website. Users are responsible for reviewing information published online to obtain timely notice of such revisions. Users' continued use of the Website after changes are published constitutes acceptance of these Terms of Use as modified by the published revisions.

3.2. Project Q aims to provide a first-class service and will seek to make continuous improvements in pursuit of that aim. Project Q reserves the right to withdraw any Products from the Website and to edit or remove any information or content on the Website or Products at any time.

3.3. We do not guarantee that the Website and Products, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website or Products for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

3.4. You are responsible for ensuring that all persons who access the Website or Products through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

4 Proprietary Rights and Copyright

4.1. All rights, including copyright, in the content on the Website and in any Products are owned, controlled by, or licensed to Project Q. In accessing the Website, you agree that you may only upload, download and edit the content for the use of your centre for teaching purposes. In using or purchasing any Product, you agree that you may only use any Product for the use of your centre. You are not permitted to sell or licence the content or any Product to any third party.

4.2. You are not permitted to adapt, alter, copy, print, broadcast, download, store (in any medium), transmit, loan, disassemble, decompile or otherwise reverse engineer, sell, show or play in public, adapt or change in any way the content on the Website and/or any Product for any other purpose

whatsoever without the prior written permission of Project Q. Any rights not expressly granted in these Terms of Use are hereby reserved. All Users of the Website and Products must be made aware of these restrictions.

4.3. If you use in any way any part of the Websites or any Product in breach of these Terms of Use, your right to use the Website and Products will cease immediately and you must, at our request, return or destroy any copies of the materials you have made.

4.4. Requests to reproduce Project Q material (including but not limited to any Website content or Project Q materials) must be made in the first instance via the contact form on the projectq.co Website. You should apply direct to the copyright holder, as indicated, for third-party extracts. Project Q reserves the right to refuse copyright permission without explanation or to make a charge or impose constraints where permission is granted.

5 Disclaimer of Liability

5.1. Project Q does not endorse and is not responsible for and will accept no liability for the content of external third-party websites including (but not limited to) any such websites which are linked to from the Website.

5.2. We exclude all implied conditions, warranties, representations, or other terms that may apply to the Website or any content on it.

5.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site;
- use of or reliance on any content displayed on our site;
- any unauthorised use of the Website, Products and/or of any material published on them.
- We will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill, or reputation; or
 - any indirect or consequential loss or damage.

5.4. No assurances are given that the pages of the Website or Products are free from infection from computer viruses, although Project Q takes reasonable steps to prevent such infection. You are responsible for configuring your information technology, computer programmes and platform to access the Website and Products. You should use your own virus protection software. You must not misuse the Website or Products by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website or Products, the server(s) on which the Website and Products are stored, or any server, computer or database connected to the Website and Products. You must not attack the Website or Products via a denial-of-service attack or a distributed denial-of service attack. In the event of a breach of this clause, your right to use the Website and Products will cease immediately.

5.5. Project Q will use reasonable endeavours to verify the accuracy of any information on the Website and Products but makes no representation or warranty of any kind, express or implied, statutory, or otherwise regarding the contents, relevance or accuracy of the Website and Products.

5.6. Although every effort is made to keep the Website and any online Products up and running smoothly, due to the nature of the internet and the technology involved, Project Q takes no responsibility for and will not be liable for the Website or online Products being temporarily unavailable due to technical issues (or otherwise) beyond its control, or for any loss or damage suffered as a result of the use of or access to, or inability to use or access the Website whatsoever.

5.7. Nothing in these Terms of Use seeks to exclude or limit in any way Project Q's potential liability:

- for death or personal injury caused by Project Q's negligence or that of our employees, agents, or subcontractors;
- for fraud or fraudulent misrepresentation;
- for any matter for which it would be illegal for Project Q to exclude, or attempt to exclude, its liability.

6 Indemnity

You agree to fully indemnify and to keep Project Q indemnified from and against any costs, claims, demands, expenses and liabilities suffered by Project Q arising from or which are directly or indirectly related to your access to and/or use of the Website or Products in breach of these Terms of Use and any such access and/or use by any person (including, without limitation, a User) who is authorised by and/or who represents you.

7 Applicable Law and Jurisdiction

7.1. These Terms of Use are governed and will be interpreted in accordance with English law.

7.2. The English courts shall have non-exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with these Terms of Use.

7.3. If any part of the Terms of Use is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable then such part shall be severed from the remainder of the Terms of Use which will continue to be valid and enforceable to the fullest extent permitted by applicable law.

7.4. We will only use your personal information as set out in our Privacy Notice.

8 Terms of Purchase

8.1. The Products on the Website are available for purchase only by business users and may not be purchased by individuals acting as a consumer.

8.2. You warrant and represent that you have the right, power, and authority to enter into any agreement with us, and to perform any obligations under such agreement. Such agreement is a legal, valid, and binding obligation of you, enforceable against you in accordance with these terms.

8.3. These terms of purchase are the terms and conditions on which we supply products to you, whether these are goods, services, or digital content. These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

9 Ordering

9.1. To access online Products, a valid order and licence to use the Product are required.

9.1.1. A licence typically allows you to grant any staff and students access to the Project Q platform for the duration of the licence. After expiry you will not be able to access Project Q unless your licence is renewed. If you do not renew your license after 6 months your account will be permanently deleted.

9.1.2. We will make the Project Q platform available to Centres that have a license This may require security checks to be undertaken and further communications with you.

9.1.3 Centres who are current customers of AQA Education are not required to pay for the Product but still must register with an order form via the Project Q Website. The Product license is 12 months and will require renewal after this period.

9.2. When you place an order, you are required to provide valid Centre and contact details, which we will use to communicate with you regarding the status of your order, and to provide you with any other notices, disclosures or other communications relating to your order.

9.3. A purchase order or Centre reference number may be required to complete your order and activate your annual licence.

9.4. The price of each Product and any other additional costs will be as set out on the Website from time to time. It is possible that, despite our efforts, one or more of the Products or other charges listed on the Website may be incorrectly priced. Project Q will normally verify prices as part of our order procedures and is under no obligation to provide the Product to you if an incorrect price is stated on the Website. For non-paying AQA centres there is no charge for the Product.

9.5. The published prices on the Website are expressed to exclude VAT. You will be responsible for paying any VAT which may be applicable. If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect. This does not apply to non-paying AQA centres.

9.6. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an order confirmation. This does not apply to non-paying AQA centres.

9.7 When you place an order, Project Q will send you an email confirming the details of that order.

9.8. Subject to clause 9.1 in its entirety, on receipt of your order, Project Q will issue credentials to access the Product. At this point there will be a binding contract between you and Project Q, and these Terms of Use and the Privacy Notice will apply.

9.9. Where relevant, an invoice will be dispatched by post and/or electronically following the dispatch of credentials and the Centre must pay within 30 days of the date of such invoice. This does not apply to non-paying AQA centres.

9.10. Payment must be made by BACS transfer only.

10 Delivery of Products / Conditions of Order

Delivery

10.1. Ownership of the Products will pass to you when Project Q receives full payment of all sums due in respect of the Products. The Product will be at your risk from the time of delivery, which shall be the date of provision of the login details to access the Product. For non-paying AQA centres ownership of the Products will transfer upon completion of your order.

10.2. If you have any other enquiry in relation to any Product, you may contact Project Q using the contact form on the Project Q Website.

Cancellations, returns and refunds

10.3. Project Q may need to cancel an order placed by you in whole or in part if the Product or Products which you have ordered are, or become, unavailable. If any cancellation is necessary, Project Q will refund in full the money you have paid for the cancelled Product or Products, subject to a pro rata payment for the length of time (if any) that the Product was owned by you under the terms of clause 11.1. For non-paying AQA centres there will be no requirement for refunds.

10.4. Once an order confirmation email is sent for an online Product you cannot change or cancel the Product for 365 days.

10.5. We may end the contract for a Product at any time by writing to you if:

- you do not make any payment to us when it is due, and you still do not make payment within 5 days of us reminding you that payment is due, this does not apply to non-paying AQA centres;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product; or
- you breach any of these Terms of Use or any additional terms and conditions incorporated into the contract.

Delays and events beyond our reasonable control

10.6. If Project Q is delayed or prevented from providing any Product due to any event (including any act, omission, accident or non-occurrence) beyond its reasonable control then the time for delivery of any Product will be extended for the duration of such event and Project Q will not be held liable to the extent such event delays or prevents its performance. Such an event would include (without limitation) the following: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, extreme adverse weather, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and/or the acts, decrees, legislation, regulations or restrictions of any government. Project Q will use its reasonable endeavours to bring the effect of such an event to a close or to find a solution by which its obligations to you may be performed despite the event.

10.7. The sale of Products shall be subject to the exclusions and limitations of liability set out at clause 6 and the indemnity set out at clause 7 above. In addition, save as expressly stated in clause 6, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

11 Terms of Access

Access rights

11.1. Centres must appoint an appropriate member of staff to be the account Administrator User and who shall be responsible for administering the registered Users of the Project Q Products.

11.2 Users of Project Q Products must be authorised members of the teaching, administrative staff, or students of the Centre.

11.3. To access and use Project Q services, Users require a login ID and password.

11.4. Users must read and agree to the Privacy Notice and Terms of Use prior to using any Project Q Products.

11.5. Users shall comply with the Terms of Use, UK General Data Protection Regulation and Data Protection Act 2018 in relation to the handling and processing of any personal data accessed or made available through Project Q Products.

11.6. It is the responsibility of the Administrator Users to:

- ensure and procure that only authorised staff and students from their own Centre have access to Project Q Products;
- register Users in accordance with the Centre's requirements and working practices;
- ensure that Users have appropriate levels of access to Project Q Products in accordance with the Centre's requirements and working practices;
- ensure that there is no access to Administrator User accounts by students;
- disable User accounts when such Users cease to be members of the teaching, administrative staff, or students at the Centre or as required by Project Q;
- ensure that all data submitted is accurate and up to date;
- manage the upload of any student data and ensure that only data for students who will be making use of a Project Q Product is uploaded;
- ensure permission for the upload of any student data has been obtained as appropriate and in accordance with UK Data Protection Legislation;
- act as a point of contact for all issues related to accessing Project Q Products.

11.7. Project Q reserves the right in its absolute discretion to refuse an application to register for, or to remove access to, Project Q Products and to suspend any User temporarily or indefinitely. Where an existing User is suspended, Project Q does not accept any obligation to provide any refund.

11.8. The Centre is responsible for ensuring that Users have sufficient skills to access the Products that have been made available to them.

11.9. Users agree not to use or permit another to use Project Q Products:

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- to upload or post e-mail, transmit or otherwise make available any content that is unreliable and misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, infringes a third party's intellectual property rights, hateful, or racially, ethnically or otherwise considered by us in our absolute discretion to be objectionable or unlawful;
 - to cause or introduce a software virus or other disruptive program;
 - in any way that is not authorised by Project Q.

Availability

11.10. Project Q shall use reasonable endeavours to ensure that Project Q Products are available seven days a week. However, it may occasionally be necessary for Project Q to undertake tasks that require the temporary removal of Project Q Products, so availability cannot be guaranteed.

Use of your username and password

11.11. It is the Users' responsibility to ensure that their log in details remain confidential. To ensure this, Users must take all reasonable steps to keep login details secret and secure. Users therefore should:

- not allow anyone else to use the login details;
- change login details immediately if the User believes that such details are known to someone else;
- change login details at regular intervals.

11.12. Users should, where possible, ensure that they log out of Project Q Products when they have finished using them. At no time should any user leave their computer whilst logged in to Project Q.

11.13. Project Q reserves the right to withdraw login ID and passwords at any time without notice and in its sole discretion where Project Q have reason to believe that such login ID and password have been discovered and/or used by any person or organisation other than a User.

12 Data Protection and Privacy

12.1. You agree that all personal information and data collected from you via the Website or as part of the Products from time to time may be used in accordance with Project Q's current Privacy Notice. The statement also sets out Project Q's commitment to protecting your personal information and provides guidance on your rights under the General Data Protection Regulation 2018 and the Data Protection Act 2018 (together with all applicable data protection and privacy legislation in force from time to time in the UK the "UK Data Protection Legislation"). For the purposes of this agreement, you are deemed the Data Controller, and we are deemed the Data Processor. Project Q are, however, controller of our customer sales and technical support and supplier data as outlined in our Privacy Notice on the Project Q Website.

12.2. You warrant that the personal information you provide to us is true, accurate and complete in all respects and you will notify us immediately if there is any change in the personal information that you have supplied to us. You warrant that Processing of the Personal Data in accordance with your instructions will not violate Data Protection Law. You will promptly notify us if you become aware that our Processing of your Personal Data may be contrary to Data Protection Law.

12.3 To the extent that Project Q acts as Data Processor (as defined in the UK Data Protection Legislation) of data supplied by you ("the Data"), the provisions set out below apply.

12.4 You retain control of the Data and remain responsible for your compliance obligations under the UK Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions you give us.

12.5 The subject matter of the processing of the below data types provided by you, is for the purpose of providing access to the Project Q platform to assist in your EPQ (Extended Project Qualification) qualifications ("the Purpose") for the duration of your subscription to the product and will be deleted in line with our retention schedule after your subscription has ended.

12.6 The type of personal data processed in the Project Q platform:

- Centre Data:
Centre name/Student names/Teachers names/Accounts/Notes/Journal Entries/Audit Log Entries/Course data entries/Message Board, Schools email address/Students email address'/Teachers email addresses, Schools phone number/Students phone numbers/Teachers phone numbers, Student User ID's/Teachers User ID's, Schools subscription and payments data, Teachers Journal entries and marking data/Students Journal entries, Teacher passwords/student;
- Student Data:
Name, Email Address, User ID, Password, Course Data, Journal Entries, Notes;
- Teacher Data:
Name, Email Address, User ID, Password, Course Data, Journal Entries, Student and Teacher notes;
- Caller Data:
Name, Email Address, User ID, Password, Course Data, Journal Entries, Student and Teacher notes;
- CRM Customer Data:
Centre name/Student names/Teachers names/Accounts/Notes/Journal Entries/Audit Log Entries/Course data entries/Message Board, Schools email address/Students email address'/Teachers email addresses, Schools phone number/Students phone numbers/Teachers phone numbers, Student User ID's/Teachers User ID's, Schools subscription and payments data, Teachers Journal entries and marking data/Students Journal entries, Teacher passwords/student.

12.7 The nature of the processing within the Project Q platform means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether or not by automated means) etc.

12.8 The purpose might include education services, statutory obligation, customer service, and platform management.

12.9 The categories of data subject include: teachers, students, and customers.

12.10 We may process student data provided by you for other compatible purposes in order to improve or provide additional product and service offerings to you.

12.11 We will only process the Data to the extent, and in such a manner, as is necessary for the Purpose, or compatible purposes, in accordance with your instructions, unless required to do so by law. We may anonymise student data to utilise it for any purpose as long as it no longer constitutes personal data in line with data protection legislation.

12.12 We will maintain the confidentiality of all Data and will not disclose Data to third parties unless you or these Terms of Use specifically authorises the disclosure, or as required by law.

12.13 We will ensure that all employees are sufficiently trained on Data Protection, informed of the confidential nature of the Data, and are bound by confidentiality obligations and use restrictions in respect of the Data.

12.14 We will at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display, or distribution of Data, and against accidental or unlawful loss, destruction, alteration, disclosure, or damage of Data.

12.15 We will promptly and without undue delay notify you if any Data Breach for data which is lost, destroyed, or becomes damaged, corrupted, or unusable or if we become aware of any accidental, unauthorised, or unlawful processing or disclosure of the Data.

12.16 We will give you our full co-operation and assistance in responding to any complaint, notice, communication, or data subject request.

12.17 We will not transfer or otherwise process the Data outside the European Economic Area (EEA) without obtaining your prior written consent.

12.18 On termination of this agreement for any reason or expiry of its term, we will securely delete or destroy or, if directed in writing by you, return and not retain, all or any of the Data in our possession or control. We will also delete all existing copies of data unless we are required to retain information by law.

12.19 We will ensure that we assist you with all your obligations and rights as set out in data protection legislation taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subjects' rights as these are stated in the Data Protection Law, including without limitation the Data Subjects' rights laid down in the UK GDPR (General Data Protection Regulation) Chapter III. We will assist you in ensuring compliance with your obligations under UK GDPR articles 32-36 taking into account the nature of the Processing and the information available to us.

12.20 We will immediately inform you if, in our opinion, an instruction infringes Data Protection Law or other applicable UK, EU or member state law.

12.21 We will assist you in supporting the completion of any Data Protection Impact Assessment conducted by you.

12.22 We will provide you with information necessary to illustrate the obligations of UK GDPR Article 28 have been met.

12.23 We will allow and contribute to audits conducted by you, a maximum of one per calendar year. It is deemed that the provision of information ensures this audit obligation is met.

12.24 You give your general written authorisation for us to engage other processors to perform Processing of the Personal Data ("Sub-processor"). We shall inform you of any intended changes concerning the addition or replacement of Sub-processors with at least 1 month's written notice, thereby giving you the opportunity to object to such changes. If you object to the changes, we may terminate the service, including these terms, upon 3 months' written notice.

12.25 You give your authorisation for us to engage the Sub-processors listed at the end of this document to perform Processing of the Personal Data.

12.26 All existing and future sub-processors will have a contract in place with us which has terms substantially similar and no less onerous than these Terms of Use.

12.27 We remain liable for the actions of any of our sub-processors as per data protection legislation.

13 General Information

13.1. You may not assign or sub-contract any of your rights or obligations under these Terms of Use to any third party unless agreed upon in writing by Project Q.

13.2. Project Q reserves the right to transfer or assign all or any of its rights, duties and responsibilities set out in these Terms of Use to another party.

13.3. Headings have been included for convenience only and will not be used in construing any provision of the Terms of Use.

13.4. No delay or failure by Project Q to exercise any powers, rights or remedies under these Terms of Use will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies include any other or further exercise of them.

13.5. The Contracts (Rights of Third Parties) Act 1999 will not apply to these Terms of Use.

14 List of Sub-Processors

Please see below a list of our sub-processors in relation to the Project Q platform:

- Microsoft Azure (UK South & UK West Data Centres)
- Avanade / Accenture
- AQA Milton Keynes (Part of AQA Group)
- Cloud Flare

Version Control

Document Control			
Date	Version	Actioned By	Summary Changes
04/01/2024	V 1.0	G Dwyer	Initial Version