

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE GENESIS APP

Genesis iLearn App - Terms of Use and End-User Licence

1 INTRODUCTION

- 1.1 These terms of use and end-user licence agreement tell you the terms of use on which you may download and make use of the Genesis iLearn App ('the iLearn App').
- 1.2 Please read the Terms carefully before you start to use the iLearn App, as they are a legal agreement between you as end-user ('you') and Genesis Housing Association Limited ('GHA' or 'we' or 'us'). We licence the use of the iLearn App to you on the basis of these Terms and subject to any rules or policies applied by any appstore provider or operator from whose site you downloaded the iLearn App (the official app stores for Android and Apple as applicable, together referred to as 'Appstore' and as applicable the 'Appstore Rules'). These Terms also apply to any of our services made available to you through the iLearn App ('the Services'). We do not sell the iLearn App to you and we remain owners of the iLearn App at all times.
- 1.3 The iLearn App is compatible with Apple and android devices.
- 1.4 By downloading and using the iLearn App, you confirm that you accept and agree to the Terms and Conditions. If you do not agree to the Terms, you will not be able to use the application.

2 INFORMATION ABOUT US

- 2.1 The iLearn App is a mobile application software owned, operated and licenced to you by Genesis Housing Association Limited ("We"). Genesis Housing Association Limited is a Registered Society (Registered number 31241R) as provided for by the Co-operative & Community Benefit Societies Act 2014 and regulated by the Financial Conduct Authority (FCA). The Association is further regulated by the Homes & Communities Agency as a Registered Provider of social housing (Registered number L4655). Its Registered Office is at Atelier House, 64 Pratt Street, London NW1 0DL.

3 USE OF AND CHANGES TO THE ILEARN APP AND CHANGES TO TERMS

- 3.1 The Terms apply to the iLearn App or the Services including any updates or supplements to the iLearn App or any Service.

- 3.2 We may change the Terms at any time. Changes will be recorded and available on our website. Any material changes will be notified to users via their registered email address.
- 3.3 We may update the iLearn App from time to time, and may change the content and relevant Services at any time.
- 3.4 From time to time updates to the iLearn App may be issued through the Appstore. Depending on the update you may not be able to use the iLearn App until you have downloaded the latest version of the iLearn App and accepted any new terms.
- 3.5 You will be assumed to have obtained permission from the owner of any mobile phone or other device that are controlled but not owned by you and to download the iLearn App onto that device. You and they may be charged by the relevant service provider to access the internet on the device. You accept responsibility in accordance with the Terms for the use of the iLearn App and any service.

4 ACCESSING THE ILEARN APP

- 4.1 The iLearn App is made available free of charge but you are required to register to use it.
- 4.2 We do not guarantee that the iLearn App or any Services or content on it or provided through it, will be free from errors or omissions. However, we will use all reasonable skill and care to ensure information provided to you via the iLearn App is as accurate as reasonably possible.
- 4.3 We do not guarantee that the iLearn App, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the iLearn App or the relevant Services without notice, for example to carry out urgent maintenance. We will not be liable to you if for any reason the iLearn App is unavailable at any time or for any period.
- 4.4 The iLearn App may contain links to other independent third party websites ('Third-party Sites'). Third-party Sites are not under our control and we are not responsible for them or their privacy policies.

5 GRANT AND SCOPE OF LICENCE

- 5.1 In consideration of you agreeing to abide by the Terms, we grant you a non-transferable, non-exclusive licence to use the iLearn App on the Devices, subject to the Terms, Privacy Policy and the Appstore Rules incorporated into these Terms by reference.

- 5.2 You may download a copy of the iLearn App onto your mobile telephone or other handheld device ('the Devices') and to view, use and display the iLearn App on the Devices for your personal use only.

6 LICENCE RESTRICTIONS

- 6.1 Except as expressly set out in these Terms, you agree:
- 6.1.1 not to copy the iLearn App;
 - 6.1.2 not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the iLearn App;
 - 6.1.3 not to make changes to the whole or any part of the iLearn App or permit the iLearn App or any part of it to be combined with or become incorporated in any other programs; and
 - 6.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the iLearn App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the iLearn App with another software program and are used for no other purpose.

7 ACCEPTABLE USE RESTRICTIONS

- 7.1 You must not:
- 7.1.1 use the iLearn App or any Service for any unlawful purpose or in any manner inconsistent with these Terms;
 - 7.1.2 infringe our intellectual property rights or those of any third party in relation to your use of the iLearn App or any Service;
 - 7.1.3 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the iLearn App or any Service; and
 - 7.1.4 collect any information or data from any Service or our system.

8 YOUR PERSONAL DETAILS, ACCOUNT AND PASSWORD

- 8.1 You are responsible for ensuring that your personal details (including your telephone number and email address) are accurate and up to date. We may include details that we already hold about you as part of the registration process for the iLearn App please check those details carefully and correct any inaccurate information immediately.
- 8.2 If you choose, or you are provided with, a unique user identification code or name, PIN, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

8.3 We have the right to disable access to the system or any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

8.4 If you know or suspect that anyone other than you knows your user identification code, PIN or password, you must change it immediately, if possible, and promptly notify us by contacting our Contact Centre on (INSERT CONTACT CENTRE NUMBER)

9 INTELLECTUAL PROPERTY RIGHTS

9.1 You acknowledge that we are the owner or the licensee of all intellectual property rights in the iLearn App, (where applicable) the Services and the principal Genesis website at www.genesisha.org.uk ('the Genesis Website') and in the material published on and provided via the iLearn App and the Genesis Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You acknowledge that rights in the iLearn App are licensed, not sold to you, and that you have no rights in the iLearn App other than in accordance with these Terms.

10 LIMITATION OF OUR LIABILITY

11.1 Nothing in these Terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

10.2 We only supply the iLearn App and the Services for domestic and private use. You agree not to use the iLearn App and Services for any commercial or business purposes and we have no liability to you for any loss of profit or business, business interruption or loss of business opportunity.

10.3 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the iLearn App or the Services, whether express or implied.

10.4 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:

10.3.1 use of, or inability to use, the iLearn App or the Services; or

10.3.2 use of or reliance on any content displayed on or provided to you via the iLearn App or the Services.

11 MALWARE

11.1 We do not guarantee that the iLearn App and Services will be secure or free from bugs or viruses or other malware. You are responsible for configuring your Devices in order to access the iLearn App.

[11.2 You must not misuse the iLearn App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Customer Portal, the server on which the Customer Portal is stored or any server, computer or database connected to the Customer Portal. You must not attack the Customer Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Customer Portal will cease immediately.]

12 TERMINATION

12.1 We may terminate our agreement under these Terms immediately if you breach (and fail to remedy when asked) these Terms or breach any of the provisions of Paragraphs 6 or 7 above.

12.2 On termination all rights granted to you under these Terms will cease and you must delete or remove the iLearn App from any Devices.

13 APPLICABLE LAW

13.1 These Terms, their subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

14 OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under these Terms to another organisation but this will not affect your rights or our obligations under these Terms.

14.2 Each of the provisions in these Terms operates separately and if any Court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions remain in full force and effect.

14.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.