



**END USER LICENCE AGREEMENT
TEACHSCRIBE HOME COMMUNICATION APP**

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IMPORTANT

Please read this End User Licence Agreement (“EULA”) carefully before downloading, installing or using the TeachScribe Home Communication mobile application (the “App”). You must agree to this EULA to use the App.

By installing or using the App, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this EULA. If you do not agree to these terms, do not install or use the App.

1.0 WHO WE ARE AND HOW TO CONTACT US

The App is provided by TeachScribe Ltd (“we”, “us”, “our”), a company incorporated in England and Wales.

Registered office: Arding & Hobbs, 7 St John’s Road, London, SW11 1QN, United Kingdom
Company number: 14754189

Email: office@teachscribe.com

A separate Privacy Notice explains how personal data is processed. The Privacy Notice is provided for transparency and information only, is not part of this EULA, and does not create or amend contractual obligations. It is available in the App and at: <https://www.teachscribe.com/legal/application-privacy-notice>

2.0 WHAT THIS EULA COVERS

This EULA governs your use of the App. The App allows parents/carers to:

- view observations about their child that a school/setting chooses to share;
- like or comment on shared observations; and
- create parent observations (including uploading photos/videos) for the school/setting to review.

3.0 YOUR RELATIONSHIP WITH THE SCHOOL/SETTING

- 3.1. The school, nursery, Multi-Academy Trust or other educational institution that invited you (the “School”) controls which observations are shared and who can access them. The School may withdraw sharing or your access at any time (for example, when a pupil leaves).
- 3.2. For personal data processed through the App, the School is the data controller and TeachScribe acts as a data processor on the School’s behalf and on the School’s documented instructions.

4.0 LICENCE GRANT AND RESTRICTIONS

- 4.1. We grant you a personal, revocable, non-exclusive, non-transferable licence to use the App on a device you own or control, solely for non-commercial use to support your child’s education and home-school communication.
- 4.2. You must not:
 - (a) copy, distribute, rent, lease, sell, sublicense, or otherwise transfer the App;

- (b) reverse engineer, decompile or disassemble the App except to the extent permitted by law;
- (c) circumvent or attempt to defeat any security or access controls;
- (d) use the App in a way that infringes any law or third-party rights;
- (e) use the App in a way that could damage, disable, overburden or impair our systems;
- (f) use automated means to access the App.

4.3. App Store terms (Apple App Store / Google Play) also apply. Where those terms conflict with this EULA, the store terms govern solely to the extent required by the store provider.

5.0 ELIGIBILITY AND AUTHORISED USERS

- 5.1. The App is for parents/carers and authorised family members invited by the School. You confirm you are: (a) at least 18; and (b) a person with parental responsibility or expressly authorised by such a person.
- 5.2. You are responsible for keeping login credentials secure and for all activity under your account. Notify the School or us immediately if you suspect unauthorised access.

6.0 YOUR CONTENT AND RIGHTS YOU GRANT

- 6.1. You retain ownership of text, photos, videos and other materials you submit (“User Content”).
- 6.2. You grant the School and TeachScribe a worldwide, royalty-free licence to host, store, use, display and process your User Content solely for operating the App and providing the School’s parent communication features, including moderation, review, and inclusion in the child’s record where the School chooses.
- 6.3. You must only upload media that you created or have permission to share. Do not upload images/videos of other children or adults without their explicit permission (and, where relevant, consent of their parent/guardian).
- 6.4. You are responsible for ensuring your User Content is accurate and appropriate. We may remove or restrict content at the School’s request or where we reasonably believe this EULA has been breached.

7.0 ACCEPTABLE USE AND SAFEGUARDING

We have zero tolerance for objectionable content or abusive users. Any user who violates these terms will have their access immediately terminated and may be reported to appropriate authorities.

You must not use the App to upload, post, transmit or otherwise make available any content that:

- (a) is unlawful, defamatory, harassing, threatening, hateful, discriminatory, or infringes privacy or intellectual property rights;
- (b) depicts or solicits harm to a child or any person, or contains child sexual abuse material (CSAM) or exploitation (we will report suspected CSAM to the appropriate authorities);
- (c) contains sensitive personal data of others without a lawful basis;

- (d) includes medical or emergency information requiring urgent action. The App is not a channel for reporting safeguarding concerns or emergencies; contact the School directly and/or emergency services.

You must not engage in any abusive, harassing, or objectionable conduct towards other users, School staff, or any person in connection with your use of the App. This includes but is not limited to: bullying, intimidation, threats, hate speech, or any behavior that creates an unsafe or hostile environment.

8.0 MODERATION AND SCHOOL REVIEW

Parent-created observations may be subject to School review and moderation before being visible to staff records or other users. The School may decline to post, edit, or remove content that does not meet its policies.

9.0 UPDATES, AVAILABILITY AND THIRD-PARTY SERVICES

- 9.1. We may update the App automatically to improve performance, add features, or address security issues. Some updates may be required for continued use.
- 9.2. The App relies on third-party platforms (for example, cloud hosting, push notifications, app stores). Availability may be affected by those services. We do not guarantee uninterrupted access.
- 9.3. Your use of mobile data may incur charges from your network provider.

10.0 INTELLECTUAL PROPERTY

All intellectual property rights in the App and underlying technology are owned by us or our licensors. Except for the licence expressly granted in this EULA, no rights are transferred to you.

11.0 PRIVACY AND DATA PROTECTION

- 11.1. We and the School will process personal data in accordance with applicable data protection laws (including UK GDPR and the Data Protection Act 2018) and our respective roles described above. Details are in the Privacy Notice.
- 11.2. You must not misuse or further disclose any personal data you access through the App. Do not download, re-share or post screenshots or media from the App to other platforms without the School's permission.

12.0 SECURITY

- 12.1. Keep your device OS and the App up to date. Use a device passcode/biometrics and do not share your credentials.
- 12.2. We implement reasonable technical and organisational measures to protect data.

13.0 EXPORT, SANCTIONS AND LAWFUL USE

You must comply with all applicable import/export, sanctions, and technology control laws. You may not use the App if you are prohibited from receiving UK/EU/US-origin software.

14.0 WARRANTY DISCLAIMER

To the maximum extent permitted by law, the App is provided on an “as is” and “as available” basis without warranties of any kind, whether express, implied or statutory, including without limitation implied warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement. Consumer rights under applicable law are not affected.

15.0 LIMITATION OF LIABILITY

- 15.1. Nothing in this EULA excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under law.
- 15.2. Subject to the above, we will not be liable for: (a) loss of profits, revenue, business, goodwill or data; (b) indirect or consequential loss; (c) any loss arising from (i) your breach of this EULA; (ii) acts or omissions of the School or other users; (iii) events beyond our reasonable control.
- 15.3. Subject to clause 15.1, our aggregate liability arising out of or in connection with this EULA shall not exceed the amount you paid (if any) for App access in the 12 months prior to the event giving rise to liability.

16.0 INDEMNITY

You agree to indemnify the School and us against claims, losses, liabilities, costs and expenses arising from your breach of this EULA or your misuse of the App, except to the extent caused by our negligence or the School’s negligence.

17.0 SUSPENSION AND TERMINATION

- 17.1. The School may request that your access be suspended or terminated at any time (for example, safeguarding or pupil leaving the School). We may suspend or terminate access immediately, without notice, if we reasonably believe you have breached this EULA, engaged in objectionable conduct or abusive behavior, or to protect users or systems. Violations of acceptable use (section 7.0) will result in immediate termination.
- 17.2. On termination, your licence ends and you must cease using and delete the App. The sections titled “Your content and rights you grant” (section 6.0), “Intellectual property” (section 10.0), “Privacy and data protection” (section 11.0), “Warranty disclaimer” (section 14.0), “Limitation of liability” (section 15.0), “Indemnity” (section 16.0), “Complaints and dispute resolution” (section 19.0), “Governing law and jurisdiction” (section 20.0), and “General” (section 21.0) survive termination, together with any provision that by its nature is intended to survive.

18.0 CHANGES TO THIS EULA

We may amend this EULA only for valid reasons, including: (a) changes in applicable law or regulatory requirements; (b) security or safety risks; (c) fraud or abuse prevention; (d) technical changes to the App; or (e) feature changes.

For any material change that is likely to have a negative effect on you, we will provide at least 30 days’ prior notice by in-app notice or email (where an email address is available). If you do not accept the material change, you may stop using the App and terminate this EULA before the change takes effect without charge for that termination.

Non-material or purely clarifying changes may take effect immediately on publication. If you continue to use the App after a notified material change takes effect, you accept the updated EULA.

19.0 COMPLAINTS AND DISPUTE RESOLUTION

- 19.1. For content or sharing concerns about your child, contact the School first. For technical issues, contact us at office@teachscribe.com.
- 19.2. If we cannot resolve a dispute, you may have rights to use alternative dispute resolution (ADR) under UK consumer law.

20.0 GOVERNING LAW AND JURISDICTION

This EULA and any dispute or claim (including non-contractual disputes) arising out of or in connection with it shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, except that if you reside in Scotland or Northern Ireland you may bring proceedings in your local courts.

21.0 GENERAL

- 21.1. **Entire agreement:** This EULA constitutes the entire agreement between you and us regarding the App. For clarity, the Privacy Notice is a transparency notice and does not form part of this EULA.
- 21.2. **Severability:** If any provision is held invalid, the remainder will continue in full force.
- 21.3. **Assignment:** You may not assign or transfer your rights under this EULA. We may assign to an affiliate or in connection with a merger or sale.
- 21.4. **No waiver:** Failure to enforce a right is not a waiver.
- 21.5. **Third party rights:** Except for the School (which may enforce relevant terms), no person other than you and us has rights under the Contracts (Rights of Third Parties) Act 1999.

Contact: TeachScribe Ltd, office@teachscribe.com