

**END USER LICENCE AGREEMENT  
TEACHSCRIBE SCHOOL APP**

Version 1.0

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## **IMPORTANT**

Please read this End User Licence Agreement (“EULA”) carefully before downloading, installing, or using the TeachScribe School App (the “App”).

The App may only be accessed or used by Authorised Users of a School that has signed or electronically accepted this EULA through an Authorised School Representative. No licence is granted to any individual user unless and until that School acceptance has occurred.

If you do not agree, do not use the App.

## **1.0 DEFINITIONS AND INTERPRETATION**

In this EULA:

- **“Affiliate”** means an entity that controls, is controlled by, or is under common control with a party.
- **“Authorised School Representative”** means an individual with authority to sign or electronically accept this EULA on behalf of the School.
- **“Authorised User”** means an individual invited or approved by the School to access the App (for example staff, administrators, key contacts, and other permitted users).
- **“Confidential Information”** means any information disclosed by or on behalf of a party to the other party in connection with this EULA that is identified as confidential, or that ought reasonably to be understood as confidential given its nature and the circumstances of disclosure, whether in oral, written, electronic, or any other form.
- **“Data Protection Laws”** means applicable data protection and privacy laws, including the UK GDPR and Data Protection Act 2018.
- **“Documentation”** means our user guidance, technical notes, and policy documents made available by us from time to time.
- **“School”** means the contracting education institution using the App.
- **“School Data”** means data submitted to or generated through the App by or on behalf of the School, including personal data relating to pupils, staff, parents/carers, and other linked individuals.
- **“Services Agreement”** means the commercial contract between TeachScribe and the School (including order form(s), statement(s) of work, and any agreed service schedule), if in place.
- **“Sub-Processor List”** means TeachScribe’s list of approved sub-processors available at <https://www.teachscribe.com/legal/sub-processors>.

## **2.0 WHO WE ARE AND CONTACT DETAILS**

The App is provided by TeachScribe Ltd (“TeachScribe”, “we”, “us”, “our”), a company incorporated in England and Wales with company number 14754189.

**Registered office:** Arding & Hobbs, 7 St John’s Road, London, England, SW11 1QN

**Contact email:** [office@teachscribe.com](mailto:office@teachscribe.com)

### **3.0 CONTRACT FRAMEWORK AND ORDER OF PRECEDENCE**

- 3.1. This EULA is between TeachScribe and the School. Authorised Users are permitted users under the School's account and are not separate contracting parties.
- 3.2. This EULA governs App use by the School and all Authorised Users. The School must ensure Authorised Users comply with this EULA, and any Authorised User breach is treated as a breach by the School.
- 3.3. Where a Services Agreement exists, this EULA forms part of the overall contractual framework.
- 3.4. If there is conflict:
  - (a) Data processing terms in an executed data processing agreement prevail for personal data processing matters;
  - (b) the Services Agreement prevails over this EULA for commercial and service terms; and
  - (c) mandatory law prevails over all contract terms.
- 3.5. If no Services Agreement exists, this EULA applies as the primary agreement for App use on a trial basis. Unless otherwise agreed in writing, no fees are payable for that trial use.

### **4.0 ELIGIBILITY AND AUTHORITY**

- 4.1. Authorised Users must be at least 18 years old and authorised by the School.
- 4.2. The School is responsible for account provisioning, role assignment, and prompt removal of users who should no longer have access.
- 4.3. You must provide accurate information and keep account details current.

### **5.0 LICENCE GRANT AND USE RESTRICTIONS**

- 5.1. Subject to this EULA, we grant the School and its Authorised Users a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to install and use the App for internal educational and administrative purposes.
- 5.2. You must not:
  - (a) copy, sell, lease, resell, distribute, or commercially exploit the App except as expressly permitted;
  - (b) reverse engineer, decompile, disassemble, or attempt to derive source code except where non-excludable law permits;
  - (c) bypass, disable, or interfere with security features or access controls;
  - (d) use the App to benchmark or build a competing service;
  - (e) use bots, scraping, or other automated means to access the App except approved integrations;
  - (f) access or use the App in breach of applicable law or third-party rights.
- 5.3. App store terms (Apple App Store / Google Play) may also apply. Where mandatory app store terms conflict with this EULA, those mandatory terms prevail to the required extent only.

## **6.0 ACCOUNTS AND SECURITY RESPONSIBILITIES**

- 6.1. Each Authorised User must maintain credential confidentiality and use strong authentication controls on their devices.
- 6.2. The School must implement appropriate local controls, including role-based permissions, account lifecycle management, and secure endpoint practices.
- 6.3. You must notify us without undue delay at [office@teachscribe.com](mailto:office@teachscribe.com) if you suspect unauthorised access, account compromise, or security incidents affecting the App.
- 6.4. We may require credential reset, additional verification, or temporary access restrictions where reasonably necessary for security.

## **7.0 SCHOOL DATA AND PERMISSIONS**

- 7.1. As between the parties, the School retains all rights, title, and interest in School Data.
- 7.2. The School grants us a worldwide, royalty-free licence to host, copy, process, transmit, and display School Data only as necessary to provide, secure, support, and improve the App in accordance with this EULA, the Services Agreement, and Data Protection Laws.
- 7.3. We do not sell School Data and do not use School Data for third-party advertising.
- 7.4. For School Data that is personal data, all binding data-processing terms (including controller/processor roles, instructions, security, sub-processing, international transfers, retention, incident response, data subject rights support, deletion/return, data residency, and AI data-use restrictions) are governed by the executed data processing agreement. The Application Privacy Notice at <https://www.teachscribe.com/legal/application-privacy-notice> is provided for transparency and does not create or amend contractual obligations. The Sub-Processor List at <https://www.teachscribe.com/legal/sub-processors> forms part of the executed data processing agreement framework.
- 7.5. If there is any inconsistency between this section and the executed data processing agreement in relation to personal data, the data processing agreement prevails to the extent of that inconsistency.
- 7.6. We may use fully anonymised and aggregated telemetry that does not identify individuals for analytics, reliability, security, and service improvement.

## **8.0 ACCEPTABLE USE, SAFEGUARDING, AND PROHIBITED CONDUCT**

- 8.1. You must use the App in a lawful, professional, and safeguarding-appropriate manner.
- 8.2. You must not upload, create, transmit, or share content that:
  - (a) is unlawful, defamatory, infringing, discriminatory, harassing, threatening, hateful, obscene, or abusive;
  - (b) contains child sexual abuse material (CSAM), exploitative material, or content that endangers a child or vulnerable person;
  - (c) includes personal data you are not authorised to process or disclose;
  - (d) contains malware, malicious code, or attempts to compromise systems.
- 8.3. The App is not an emergency response channel. Safeguarding emergencies must be escalated through the School's designated safeguarding process and emergency services where required.

- 8.4. We may remove content, restrict access, and notify the School and/or appropriate authorities where we reasonably believe this section has been breached.

## **9.0 AI-ASSISTED FEATURES AND RESPONSIBLE USE**

- 9.1. The App may provide AI-assisted functions (such as transcription, summarisation, categorisation, and reporting support).
- 9.2. AI outputs may contain errors or omissions and must be reviewed by qualified School staff before reliance or onward use.
- 9.3. The School remains responsible for educational, safeguarding, disciplinary, and regulatory decisions, including verification of the accuracy and appropriateness of records and reports.
- 9.4. The App is not a substitute for professional judgement, statutory duties, or legal compliance obligations.

## **10.0 PRIVACY AND DATA PROTECTION**

- 10.1. Personal data processing in connection with the App is governed by the executed data processing agreement. The Application Privacy Notice available at <https://www.teachscrive.com/legal/application-privacy-notice> is a transparency notice and does not create or amend contractual obligations.
- 10.2. If there is any inconsistency between this EULA and the executed data processing agreement in relation to personal data, the data processing agreement prevails to the extent of that inconsistency.

## **11.0 CONFIDENTIALITY**

- 11.1. Each party must keep the other party's Confidential Information confidential and use it only for performance of this EULA and related agreements.
- 11.2. Confidential Information excludes information that:
- (a) is or becomes public through no breach;
  - (b) was lawfully known without restriction before disclosure;
  - (c) is independently developed without use of the disclosing party's confidential information;
  - (d) is lawfully received from a third party without confidentiality restriction.
- 11.3. A receiving party may disclose Confidential Information where required by law or regulator, provided it gives prior notice where legally permitted.

## **12.0 INTELLECTUAL PROPERTY**

- 12.1. We and our licensors retain all intellectual property rights in the App, Documentation, and underlying technology.
- 12.2. Except for rights expressly granted in this EULA, no licence or ownership right is transferred to you.

- 12.3. If you provide feedback or suggestions, you grant us a perpetual, irrevocable, royalty-free right to use that feedback to develop and improve our services without restriction or attribution obligations.

### **13.0 THIRD-PARTY SERVICES AND INTEGRATIONS**

- 13.1. The App may interoperate with third-party services and providers, including hosting, analytics, authentication, communication, and support tooling.
- 13.2. Third-party services may be subject to their own terms and privacy notices. We are not responsible for third-party terms or external service availability outside our reasonable control.
- 13.3. For personal data processed by sub-processors on our behalf, our obligations remain governed by the executed data processing agreement and are not limited by this section.
- 13.4. Integrations enabled by the School are the School's responsibility to configure and use lawfully.

### **14.0 AVAILABILITY, MAINTENANCE, UPDATES, AND CHANGES**

- 14.1. We use commercially reasonable efforts to provide reliable App availability but do not guarantee uninterrupted or error-free operation.
- 14.2. We may perform maintenance, deploy patches, and release updates for security, legal compliance, or service improvements. Some updates may be mandatory for continued use.
- 14.3. We may modify features where reasonably necessary for legal, security, operational, or product reasons, and will provide notice of material adverse changes where practicable.

### **15.0 SUSPENSION AND TERMINATION**

- 15.1. We may suspend or terminate access immediately where reasonably necessary to:
- (a) prevent harm or security risk;
  - (b) investigate suspected unlawful use or serious breach of this EULA;
  - (c) comply with legal or regulatory requirements.
- 15.2. Commercial termination rights, notice periods, and any post-termination assistance are governed by the Services Agreement where one exists.
- 15.3. If no Services Agreement exists, either party may terminate this EULA for convenience on 30 days' written notice.
- 15.4. On termination, licence rights end immediately and users must cease use. Data return and deletion are handled under applicable contractual terms and data protection obligations.
- 15.5. Sections intended to survive termination include sections headed School data and permissions, Acceptable use, AI-assisted features and responsible use, Privacy and data protection, Confidentiality, Intellectual property, Warranties and disclaimers, Limitation of liability, Indemnity, Compliance with laws, Governing law and jurisdiction, and General terms.

## **16.0 WARRANTIES AND DISCLAIMERS**

- 16.1. We warrant that we will provide the App with reasonable skill and care consistent with applicable law and contract.
- 16.2. Except as expressly stated, the App is provided on an “as is” and “as available” basis and all implied warranties (including merchantability, fitness for a particular purpose, and non-infringement) are excluded to the maximum extent permitted by law.
- 16.3. We do not warrant that the App will meet every School requirement, operate without interruption, or be error-free.

## **17.0 LIMITATION OF LIABILITY**

- 17.1. Nothing in this EULA excludes or limits liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any liability that cannot be excluded or limited by law.
- 17.2. Subject to clause 17.1, neither party is liable for indirect, consequential, special, exemplary, or punitive losses, or for loss of profits, revenue, goodwill, anticipated savings, or business opportunity.
- 17.3. Subject to clause 17.1, each party’s aggregate liability arising out of or in connection with this EULA is limited to: (a) the total fees paid or payable by the School for the App in the 12 months immediately before the event giving rise to liability; or (b) where no fees were paid or payable in that period (including trial use with no Services Agreement), GBP 5,000.

## **18.0 INDEMNITY**

- 18.1. The School will indemnify and hold harmless TeachScribe and its Affiliates against third-party claims, losses, damages, costs, and expenses arising from:
  - (a) School or Authorised User breach of this EULA;
  - (b) School Data, School instructions, or School-configured use of the App infringing third-party rights (including intellectual property, confidentiality, privacy, or data protection rights);
  - (c) School or Authorised User processing of personal data in breach of Data Protection Laws;
  - (d) misuse or unlawful use of the App by the School or Authorised Users.
- 18.2. This indemnity does not apply to the extent claims result from TeachScribe’s negligence, wilful misconduct, or breach of this EULA.

## **19.0 COMPLIANCE WITH LAWS, EXPORT CONTROLS, AND SANCTIONS**

- 19.1. Each party must comply with applicable laws and regulations in connection with this EULA.
- 19.2. You must not access or use the App in a jurisdiction or manner prohibited by export control, sanctions, or other trade restriction laws applicable to the UK, EU, or US.
- 19.3. You represent that neither you nor the School is subject to sanctions or prohibited-party restrictions that would make App use unlawful.



## 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 are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, unless mandatory law requires otherwise.

## 21.0 GENERAL TERMS

- 21.1. **Notices:** Formal notices under this EULA must be in writing and sent by email to [office@teachscribe.com](mailto:office@teachscribe.com) (for TeachScribe) and to the School contact email on record.
- 21.2. **Assignment:** You may not assign this EULA without our prior written consent. We may assign this EULA to an Affiliate or in connection with merger, acquisition, or asset sale.
- 21.3. **Severability:** If any provision is invalid or unenforceable, the remainder remains in full force.
- 21.4. **Waiver:** A failure or delay to enforce any right is not a waiver of that right.
- 21.5. **No partnership:** Nothing in this EULA creates a partnership, agency, or employment relationship.
- 21.6. **Force majeure:** Neither party is liable for delay or failure caused by events beyond reasonable control.
- 21.7. **Third-party rights:** Except for Affiliates where expressly stated, a person who is not a party to this EULA has no right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- 21.8. **Entire agreement:** This EULA, together with the Services Agreement (if any) and, for personal data processing matters, the executed data processing agreement, forms the entire agreement relating to App use and supersedes prior discussions on that subject matter. For clarity, the Application Privacy Notice is a transparency notice and does not form part of this EULA.
- 21.9. **Changes to this EULA:** No variation of this EULA is effective unless it is in writing and signed by both parties (including by electronic signature or equivalent authenticated electronic acceptance by an Authorised School Representative and TeachScribe). For clarity, updates to the Application Privacy Notice are transparency updates only and do not vary this EULA, the Services Agreement, or the executed data processing agreement. Updates to the Sub-Processor List are governed by the executed data processing agreement.

## 22.0 COMPLAINTS AND CONTACT

Questions, complaints, or legal notices regarding this EULA should be sent to [office@teachscribe.com](mailto:office@teachscribe.com).

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