

# RM BOOKS – TERMS AND CONDITIONS

(Effective May 2018)

Welcome to the RM Books website.

Thank you for using RM Books, a service that allows you to view, download and use a variety of digitised electronic content including books.

By accessing the Website, Customers and Authorised Users (“you”) are accepting and will be bound by the following terms and conditions (“Terms”). “You” means the Customer and the Authorised Users.

If you are under 16 years old, you should get the permission of a parent, guardian or teacher before accepting these Terms. By accepting these Terms, you confirm that you have been given such permission.

RM may need to change the Terms from time to time and post any modifications on the Website. You understand and agree that if you use the Service after the date on which the Terms have been changed this use will constitute acceptance of the changed Terms.

You are entering into a contract with RM for the provision of the Service and licences for the Digital Content that you purchase, rent, licence or use.

The Customer:

- (a) accepts these Terms for and on behalf of all Authorised Users associated with the Customer;
- (b) agrees that it shall be responsible for all acts, omissions and conduct of all Authorised Users associated with the Customer;
- (c) warrants to RM and Publishers that it has legally bound all Authorised Users to these Terms to the benefit of Publishers and RM; and,
- (d) warrants to RM and Publishers all Authorised Users associated with the Customer are properly and lawfully entitled to use the Service and, without limitation to the generality of the foregoing, the Customer warrants that it has, or has procured, all rights, licences, permissions, consents and authorisations as may be necessary for its Authorised Users to use the Service.

## Definitions

For purposes of these Terms the following definitions shall have the meaning set out below:

“**Account**” means an online account established when you register with RM;

“**Authorised User**” means students, teachers, members of staff and any other individual, employee, representative or agent of a Customer who is authorised by the Customer to access and use the Service;

**"Customer"** means the school, college, organisation, institution, individual or other entity that licences the Service;

**"Customer Digital Content Licence"** means the licence distributed by RM to you, under which you are licensed to use the Digital Content and on the terms and conditions set out in these Terms;

**"Customer Digital Content Licence Fee"** means the fee paid by you to RM for the licence of a single item of Digital Content for the Customer Digital Content Licence Period under the terms of a Customer Digital Content Licence;

**"Customer Digital Content Licence Period"** means the licence period for a single item of Digital Content licensed to you and distributed by RM under a Customer Digital Content Licence which:

- (a) may be for a limited period of time (e.g., 1 week, 1 month, 1 year); or
- (b) may be described as either "perpetual" or as a "purchase" (or similar / equivalent term), in which case you may be required to maintain your own account with the DRM Provider in order to continue to access the Digital Content throughout such period,

PROVIDED THAT, in either case, where a Customer and/or Authorised User ceases to maintain a valid RM Books account, access to the relevant Digital Content may (at RM's sole and absolute discretion) no longer be provided;

**"Device"** means any computer device including but not limited to mobile devices, ebook readers, and personal computers;

**"Digital Content"** means the products and/or digital content including but not limited to digitised electronic books, magazines, videos and games listed as available for download or viewing by you through the Service on the Website;

**"Digital Rights Management (DRM)"** means the system settings on the Digital Content that may restrict burning, copying, distribution, transfer, sharing and/or printing of the Digital Content, such DRM to be provided by RM or its licensor;

**"DRM Provider"** means the provider of the Digital Rights Management software used to protect the Digital Content as noted in the definition of "Digital Rights Management";

**"Intellectual Property Rights"** means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

**"Model Clauses"** an agreement based upon standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area;

**"Publisher"** means the controller of the Intellectual Property Rights in the Digital Content and who publishes the Digital Content;

**"Rights Owner"** means any party that owns the Intellectual Property Rights in the Digital Content;

**"RM"** means RM Books Limited (Company Registration No: 5259733) and whose registered address is 140 Eastern Avenue, Milton Park, Abingdon, Oxfordshire OX14 4SB;

**"Service"** means the provision by RM of Digital Content for access by you in accordance with these Terms;

**"Site"** means a Customer's buildings contained within one postal code;

**"Trademarks"** means the trademarks, logos, and service marks displayed on the Website and which are owned by RM, Publishers, Rights Owners and third parties and the Website addresses owned by RM, Publishers, Rights Owners and third parties; and

**"Website"** means the Internet website(s) operated by RM that provide you with access to Digital Content.

### **Licence of Service**

RM grants to you a non-transferable and non-exclusive licence to use the Service made available by RM in accordance with these Terms.

The Service may allow you to search the Digital Content by title, category, author, keyword, or other appropriate means. You may have access to reporting functions and access to a protected web portal to manage the Digital Content.

The Digital Content and Service made available to you is the subject of copyright protection.

The Rights Owner retains the ownership of the Digital Content. RM retains ownership of the Service.

RM shall have the right to suspend, modify, or discontinue the Service at any time without notice or liability for RM.

RM may, from time to time, provide an "online viewer" for the purposes of viewing the Digital Content licensed to you. Any such tool shall be provided entirely at RM's discretion and may be withdrawn at any time and without prior notice.

You acknowledge that the Service may not be available in all territories.

### **Usage Requirements**

To use the Service and to access and download Digital Content that you purchase, and that you have purchased in the past, you will need to have the following:

- i. a compatible Device;
- ii. working Internet access; and
- iii. compatible software.

You may also need to install updates to the Service that RM introduces from time to time in order to use the Service and to access and download Digital Content you purchase and that you have purchased in the past. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Your ability to use the Service, to purchase Digital Content, and the performance of the Service and Digital Content may be affected by these requirements. It is your responsibility to make sure you have all those requirements in place before you make a purchase and whenever you want to access the Digital Content that you have purchased.

### **Customer Digital Content Licence**

You acknowledge that RM is selling you a licence to use the Digital Content made available through the Service. Once purchased from RM, that licence forms a binding agreement directly between you

and RM governing your use of that Digital Content. For the avoidance of doubt, while the licence is between you and RM, nothing in these terms and conditions affects any rights that the Publisher or any Rights Owner may have against you under applicable law in relation to its or their intellectual property and/or other rights in any of the Digital Content.

You acknowledge that Digital Content is or may be subject to territorial restrictions. In particular, You and your Authorised Users may purchase a Customer Digital Content Licence in relation to Digital Content only from within the country in which you have established your account. You acknowledge that it may not be possible to access such Digital Content from outside of that territory. RM may use technologies to verify the geographic location of You and/or Authorised Users (either on establishing your account, when making purchases and/or accessing items).

TO THE FULLEST EXTENT PERMITTED BY LAW THE MATERIAL AND INFORMATION IN THE DIGITAL CONTENT IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY GUARANTEES, CONDITIONS OR WARRANTIES AS TO ACCURACY, USEFULNESS, CORRECTNESS, RELIABILITY, SUITABILITY AND/OR COMPREHENSIVENESS OF ANY CONTENT CONTAINED ON ANY DIGITAL CONTENT.

In consideration of the payment of the Customer Digital Content Licence Fee by you to RM, RM hereby grants to you, subject to the restrictions set out in these Terms, the right to view, download, display and use Digital Content on Devices.

There are four different types of Customer Digital Content Licence and you can choose the type of licence that you require by clicking the relevant option on the Website:

**1. Single User Licence**

A licence for the Digital Content to be used by a single Authorised User for the Customer Digital Content Licence Period. In this case neither the Customer nor the Authorised User may download Digital Content to any Device that allows for access by multiple users. Once allocated to one Authorised User, the Digital Content may not be allocated to a different Authorised User on the same Single User Licence.

**2. Single Device Licence**

A licence to use one copy of the Digital Content on a single computer (other than a whole class teaching device such as a whiteboard or projector) at one location. You may not network the Digital Content or otherwise access it on more than one computer at the same time.

**3. Whole Class Teaching Licence**

A licence of the Digital Content to be used on a whole class teaching device such as a whiteboard or projector. The Digital Content may only be used by single Authorised User who holds a Teacher or Admin account.

#### **4. Library Licence**

A licence to allow one copy of the Digital Content to be made available to multiple Authorised Users but with only one such Authorised User accessing or using the Digital Content at any one time. If the Digital Content is being used or accessed by one Authorised User, the Customer must cease provision of that Digital Content to that Authorised User before permitting it to be used or accessed by a different Authorised User. This includes (without limitation) ensuring that, where a copy of the Digital Content has been downloaded by one Authorised User, the relevant copy has been deleted before you allocate that of the Digital Content to another Authorised User.

Except as stated above, you may not:

remove, obscure or later alter any copyright notice, watermark or trade mark or other proprietary notice;

or

use the Digital Content other than for non-commercial use; or

reproduce, distribute, print, display, modify, alter, adapt, decompile, reverse engineer, publish (including making accessible by any type of broadcast or transmission), exploit, transfer or transmit, sublicense or rent in any form, or by any means the Digital Content.

In no circumstances may you tamper with, alter in any way, or delete any digital rights management protection that is part of the Digital Content.

You agree and acknowledge that at the end of the Customer Digital Content Licence Period all rights to access the Digital Content shall expire and terminate. At the end of the Customer Digital Content Licence Period you agree to delete and/or destroy any and all copies of the Digital Content, including any copies that may have been transferred to, or created on portable devices, storage media, removable drives, CDs & DVDs and flash drives.

You acknowledge and agree that RM may place limits on the number of Devices and/or software applications that you may use to access Digital Content and that such limits may be set by RM at any time at RM's discretion. You acknowledge and agree that RM may record and store the unique device identifier numbers of Devices in order to enforce such limits.

If RM, the Publisher or the Rights Owner loses the rights to provide you with any Digital Content, RM will cease providing such Digital Content and you may lose the ability to use such Digital Content.

#### **Accounts**

To purchase Digital Content from the Website you will need to have an Account. You shall provide such information as RM may request in order to verify Your identity or other relevant details (e.g., place of establishment) and this shall apply both on initial set-up of Your Account and at any time thereafter. If You fail to provide any such information when requested, RM reserves the right, in its absolute discretion, to immediately cancel access to the Service and/or Digital Content.

You should not reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify RM of any security breach of your Account. RM shall not be responsible for any losses arising out of the unauthorised use of your Account.

In order to purchase and download Digital Content from the Service, you must enter your RM ID and password to authenticate your Account. RM may limit access to the Service to specific time periods after which authentication may have to be renewed.

You may not access nor attempt to access an Account that you are not authorised to access.

### **Prices and Payment**

Prices and availability of any Digital Content are subject to change at any time. Prices for Digital Content shall be in Pounds Sterling (£GBP) and will be displayed exclusive of any VAT or other applicable sales taxes (see further below). RM tries hard to make sure there are no pricing mistakes. However, RM will not be bound by mistakes in the price of the Digital Content. RM does not provide price protection or refunds in the event of a price reduction or promotional offering subsequent to purchase.

You are responsible for the payment of all fees and for providing valid account and other details necessary, as requested, to process payments.

There are 2 different ways to purchase credit and they are set out below:

#### Non-Card Payment

Subject to your credit approval by RM, granted at RM's absolute discretion, you may purchase credits from RM. RM shall be permitted to invoice immediately upon placing the order for credits and any invoice shall be paid by you to RM within 14 days from the date of the invoice. The credit will appear in your Account.

#### Card Payment

If you are over the age of 18 you may, as and when we determine, be able to purchase credits with a credit or debit card or such other payment mechanism as determined by RM from time to time.

You may use any credits you have purchased during the time that your account remains open. RM may close your account if either (a) there has been, for a period of two (2) years or more, no or minimal use (as determined by RM acting in good faith) of the Website and/or Service by you and/or Authorised Users on your account; or (b) within any two (2) year period, there have been no new credits purchased by you; or (c) within any two (2) year period, you have not used any of your previously purchased credits. If RM exercises its right to close your Account under this provision (a) your right to access the Service and all relevant Digital Content will cease and (b) any credits on your account at the date of termination will be forfeited and, for the avoidance of doubt, will not be refunded to you.

All receipts and invoices issued by RM shall be in an electronic format. Paper receipts and invoices may be provided by RM subject to you paying an administration fee of an amount as determined by RM. Value added tax ("VAT") will be charged at the point of purchasing credit at the rate applicable in the UK at that time (such VAT may not be charged if Your account has been established from a territory outside of the EU).

All fees will be billed to the credit or debit card you designate during the registration process. If you want to designate a different credit or debit card or if there is a change in your credit or debit card status, you must change your information online in the Account information section of the Service.

Where you have chosen to purchase a licence of Digital Content (via any payment mechanism including the allocation of credits), you have the right to cancel your transaction without charge and without giving any reason only up to the point at which delivery of the Digital Content has started (i.e., once you confirm your selection of particular Digital Content, it shall not be possible to cancel the transaction). You acknowledge and agree that the contract begins before the end of any cancellation period under the Consumer Protection (Distance Selling Regulations) 2000.

You should check all Digital Content as soon as reasonably possible after it has been made available to you, to ensure that it has downloaded correctly and performs as stated. If you notify RM of any material errors or defects you have identified in the Digital Content within 7 days of it being downloaded, RM will (at its absolute discretion) provide either replacement Digital Content or a refund if we are not able to provide a replacement. If a replacement or refund is granted, the original transaction will be reversed, and you will not be able to access the Digital Content.

If Digital Content becomes unavailable following a transaction but prior to download, your sole remedy is limited to a refund of the price paid for the unavailable Digital Content. If technical problems prevent or unreasonably delay delivery of your Digital Content, your exclusive and sole remedy is either replacement or refund of the price paid. For the avoidance of doubt, any refund(s) as noted above will take the form of credits on your Account.

## **Electronic Communications**

When you visit the Website or send e-mails to RM, you are communicating with RM electronically. RM communicates with you by e-mail or by posting notices on the Website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that RM provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **Security**

You must respect the Digital Rights Management settings on the Digital Content as designated by RM and third parties. In the event RM is aware of attempts by the Customer or its Authorised Users to circumvent such DRM protections RM shall, at its sole discretion, be permitted to temporarily suspend and/or permanently terminate your access to the Service and the Digital Content.

You must take reasonable steps to prevent unwarranted intrusion into data managed or maintained by RM on your behalf acquired in the course of the operation of the Service. This includes reasonable steps to protect your password and access to the administrative website for management of the Service.

In the event RM or a Rights Owner determines that you are violating these Terms, RM reserves the right to suspend or terminate your ability to use the Service and to use Digital Content. You may also be liable to RM under the indemnity you provide to us in these Terms.

### **Appropriate Use of the Service and Digital Content**

Where You and/or any Authorised User takes any action (e.g., making annotations, adding comments or overlays, linking to or attaching other items such as websites or other files) in relation to the Service and/or any Digital Content, You shall be fully responsible for ensuring that all such items are appropriate (e.g., do not contain viruses, are not obscene or offensive), legal, lawful, not harmful in any way and do not infringe any rights (of any kind) of any third party. Any such action must also be in accordance with the other terms and conditions set out in these Terms.

### **Disclaimer of Warranty, Limitation of Liability and Indemnity**

RM will be responsible for any losses you suffer as a result of us breaching these conditions if the losses were reasonably foreseeable to both you and us when you commenced using the Website, or a contract for the sale of goods by us to you was formed. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed. RM does not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty or caused by our gross negligence or wilful misconduct.



In no event shall RM's liability under this Terms, at law or otherwise, exceed the total amount received by RM from you up to the time the cause of action giving rise to such liability occurred.

The Customer agrees to indemnify and hold harmless RM and the Publishers and their respective officers, employees, agents, business partners, licensors and licensees from any damages, liabilities, costs and expenses (including reasonable legal fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defence or settlement thereof, arising in connection with the Customer and Authorised Users misuse or abuse of the Service.

RM neither endorses nor is responsible for the accuracy or reliability of information on Websites or Digital Content made by anyone other than authorised RM employees acting in their official capacities.

### **Technical Support Services**

RM agrees, at RM's discretion, to provide technical support services by phone (not outside the UK) and/or by email/online to the Customer (but not directly to Authorised Users) including reasonable efforts to correct, fix, or circumvent errors, and in the discretion of RM, provide updates, enhancements, and new versions of the Service. RM shall provide such support by phone and/or by email/online at RM's discretion during its normal business hours of Monday-Friday 8:30 AM to 4:30 PM (in the UK time zone (GMT/BST)). Any support provided by RM will be in the English language only. The Customer agrees to perform frontline services to the Authorised Users for day-to-day support, technical aid, help and other assistance for Authorised Users' use of the Service or for any issues arising from the use of the Website. The Customer will assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the Service and Website and to provide such frontline support.

RM will use reasonable efforts to make the Service perform substantially in accordance with the Service description, as it may exist from time to time. However, the Customer acknowledges that some errors may exist in the Service, and the presence of such errors shall not be a breach of this provision. RM's sole obligation with regard to such errors shall be to use commercially reasonable efforts to correct such errors and provide support as stated in these Terms.

The Customer will perform reasonably requested installation, upgrade, and technical services for the support of the Service pursuant to installation and support procedures and policies as developed by RM and as modified from time-to-time.

### **Copyright, Trademarks and other Intellectual Property Rights**

All Trademarks not owned by RM are the property of their respective owners and, insofar as RM is aware, are used with permission. Nothing contained on the Website may be construed as granting, by implication, estoppel, or otherwise, any right or licence for you to use any Trademarks.

Accelerated Reader, AR, the Accelerated Reader Logo, and ATOS are trademarks of Renaissance Learning, Inc. and its subsidiaries, registered, common law or applied for in the U.S. and other countries. Used under license.

You acknowledge that any and all of the copyright, trademarks, trade names and other Intellectual Property Rights subsisting in or used in connection with the Service including but not limited to all Digital Content and Intellectual Property Rights incorporated into the Service shall, other than in respect of third party content, remain the sole property of RM. You agree to immediately notify RM of any actual or suspected infringement and you also agree not to use any of RM's trademarks as any part of the name under which RM conducts its business.

### **Confidential Information**

All information, data, drawings, specifications, documentation, software listings, source or object code which RM may have imparted and may from time to time impart to you relating to the Service is proprietary and confidential to RM. You hereby agree that you shall use the same solely in accordance with the provisions of these Terms and that you shall not at any time during or after expiry or termination of these Terms, disclose the same, whether directly or indirectly, to any third party without RM's prior written consent. These provisions shall not prevent the disclosure or use by you of any information which is or hereafter, through no fault of you, becomes public knowledge or to the extent permitted by law.

### **Privacy**

RM respects your privacy and is especially mindful of protecting the privacy of Authorised Users visiting its Websites. RM's Privacy Policy is expressly incorporated herein by reference and made a part of these Terms.

### **DATA PROTECTION CLAUSES ("DP")**

DP.1 In the Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the General Data Protection Regulation EU 2016/679 ("GDPR") and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to RM by the Customer in connection with the Agreement. "Data Protection Legislation" means the GDPR and any national implementing laws, regulations and secondary legislation, as amended, revised, re-enacted, consolidated or updated from time to time.

DP.2 The Customer acknowledges that it is a Controller and that RM is a Processor.

DP.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause DP is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

DP.4 RM shall:

- DP.4.1 ensure that its employees shall, Process the Data only on the Customer's instructions as set out or referred to in the Agreement to provide the Services;
  - DP.4.2 provide appropriate technical and organisational measures:
    - (a) to ensure the protection of the rights of the Data Subjects; and
    - (b) ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;
  - DP.4.3 take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Services, including duties of confidentiality under any employment contracts;
  - DP.4.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation with respect to security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;
  - DP.4.5 notify the Customer without undue delay after becoming aware of a Personal Data Breach;
  - DP.4.6 notify the Customer immediately if it considers that any of its instructions infringe the Data Protection Legislation;
  - DP.4.7 at the Customer's written direction, delete or return the Data to the Customer after the end of the provision of the Services relating to Processing, except that:
    - (a) RM may keep any Data, if required by any applicable laws to store the Personal Data; and
    - (b) RM may keep Data stored in any system back-ups; and
  - DP.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause DP and provide access to the same for the purpose of a customer conducted audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice.
- DP.5 The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Services under the Agreement and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. The Customer consents to the appointment by RM of sub-processors provided that:
- DP.5.1 RM notifies the Customer in writing of each sub-processor prior to the Processing of any Data by the relevant sub-processor and shall notify the Customer in writing of any change in the identity of the sub-processor from time to time; and
  - DP.5.2 RM shall put in place with any sub-processor, written contractual obligations which are at least equivalent to the obligations imposed on RM pursuant to this clause DP.
- DP.6 If RM becomes aware of its sub-processor (including RM group entities) ("Recipient") wishing to transfer Data outside the European Economic Area to countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data pursuant to the Data Protection Legislation, RM shall require that the Recipient enters into an agreement incorporating the standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area where RM would sign as data exporter on behalf of the Customer and the Recipient will sign as data importer and this agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement.

- DP.7 Either Party may, at any time on not less than 30 days' notice, revise the above clause DP.6 by replacing it with any applicable controller to processor standard clauses or similar terms forming Party of an applicable certification scheme.
- DP.8 Subject to clauses DP.9 – DP.11, RM shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to clause DP.5.
- DP.9 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to RM in connection with, and for the duration of, the Services provided under the Agreement.
- DP.10 The Customer shall indemnify and hold harmless RM against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause DP by the Customer and/or its employees, agents and/or sub-contractors.
- DP.11 The Customer acknowledges that RM is reliant on the Customer for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by RM to the extent that such action or omission resulted from the Customer's instructions.
- DP.12 RM may also use the Customer's data in accordance with its Privacy Policy which can be found at [www.rm.com](http://www.rm.com).
- DP.13. Schedule 1 sets out the following information regarding the Data: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of RM.

#### **Notices of Claimed Copyright Infringement**

RM's Company Secretary is authorised to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with the Service or Website. Any person authorised to act for a copyright owner may notify us of such claims by contacting the Company Secretary as follows: The Company Secretary, RM Books Limited, 140 Eastern Avenue, Milton Park, Abingdon, Oxfordshire OX14 4SB or email: [companysecretary@rm.com](mailto:companysecretary@rm.com). In contacting the Company Secretary, the contacting person must provide all relevant information.

#### **Termination**

RM shall have the right to terminate your right to access and use the Service and Digital Content on notice. On termination you shall make no further use of all or any part of the Service. You shall have the right to use the Digital Content until the end of the relevant Customer Digital Content Licence Period and, thereafter, must destroy all copies of Digital Content that you use.

You do not have the right to terminate use of the Service while there is an unexpired Customer Digital Content Licence Period.

#### **Dictionary Terms**

In addition to these Terms, any use of the "Dictionary" feature on the Website shall also be subject to the terms found at <http://books.rm.com/dictionary-terms>, all of which are hereby expressly incorporated into these Terms in full.

### **General Provisions**

These Terms will be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

Neither RM nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labour shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

In the event that any of these terms and conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, condition or provisions shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

You shall not assign or otherwise transfer all or any part of these Terms or any licence without the prior written consent of RM.

RM reserves the right to change this Agreement from time to time either (i) on giving the you no less than thirty (30) days' notice of the change and the date on which the change takes effect and/or (ii) by updating the same on its website at [www.rm.com](http://www.rm.com) and/or [www.books.rm.com/terms](http://www.books.rm.com/terms) , in which case the updated Conditions shall take effect thirty (30) days after posting on [www.rm.com](http://www.rm.com) and/or [www.books.rm.com/terms](http://www.books.rm.com/terms)).

Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of these Terms nor prejudice that party's rights to take subsequent action.

These Terms constitute the entire Terms and understanding of the parties.

These Terms shall be binding and inure to the benefit of the parties hereto and their respective successors.

### **Schedule 1**

#### **Processor information – RM Books**

The Customer acknowledges that RM and its subcontractors may have access to Personal Data in the provision of RM Books to the Customer throughout the term of this Agreement.

Below, RM has set out certain information regarding RM's Processing of the Personal Data as required by article 28(3) of the GDPR.

Article	Description	Details
28 (3)	<b>Subject matter of the processing</b>	User (pupil and teacher) data sufficient to run an ebook service, such as role, name, year, group and reading record of which books have been read (page turns, time spent reading), and student's interaction with annotations that teachers create on top of ebooks, including students' notes and answers to quiz questions.
	<b>Nature and purposes of the processing</b>	Sufficient for: <ul style="list-style-type: none"> <li>- Allocation of ebooks to student users by teacher or admin users.</li> <li>- Tracking which students have borrowed which books from an elibrary</li> <li>- Teacher or admin users to be able to track reading by student</li> <li>- Teacher or admin to be able to track answers to quiz questions they set</li> <li>- Students to be able to retrieve notes they make on top of books</li> </ul> <p>So, this includes recording, structuring storing, organising, transmission, retrieving and destruction of PII within the RM Books system and between RM Books and its offline reading native apps for iOS and Android.</p>
	<b>Type of Personal Data</b>	Full name, role, year, reading record, quiz scores, notes the user makes, optionally including email.  <a href="http://help.rmintegris.com/information-audit">/http://help.rmintegris.com/information-audit</a>
	<b>Categories of Data Subject</b>	Staff, students, publishers.
	<b>Duration of the processing</b>	For the earlier of the duration of the agreement or 31 <sup>st</sup> July 2018. RM Books closes on 31 <sup>st</sup> July 2018. RM has a Disconnect Process which includes the destruction and deletion of data within 60 days of contract close or within 60 days of RM Books being closed.
28 (3) (a)	<b>Documented instructions</b>	All processing carried out by RM will be done in accordance with RM Books Terms and Conditions, which must be agreed by the customer in advance of such processing.
28 (3) (b)	<b>Confidentiality</b>	All RM staff are required to agree to a confidentiality clause in their contracts.

<b>28 (3) (c)</b>	<b>Security</b>	<p>RM has a Group Information Security Framework, based on ISO 27001, the international standard for information security management. In addition, a number of business units are certified to ISO 27001:2013.</p> <p>A wide range of technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Data encryption</li> <li>• Anti-virus and anti-malware software</li> <li>• Network monitoring</li> <li>• Access management</li> <li>• Vulnerability scanning and penetration testing</li> </ul> <p>A wide range of non-technical controls are used, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Physical security controls at RM offices</li> <li>• Security policies, including Data Classification &amp; Handling, Data Protection, etc.</li> </ul>
<b>28 (3) (d)</b>	<b>Other processors</b>	<p>RM will not use other processors other than those referenced in the Terms &amp; Conditions or the Privacy Policy.</p> <p>See applicable details below.</p>
<b>28 (3) (e)</b>	<b>Data subject's rights</b>	<p>RM's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Data Protection Policy and Privacy Policy.</p>
<b>28 (3) (f)</b>	<b>Compliance</b>	<p>Data processing carried out by RM will be compliant with data protection legislation. Where appropriate, RM will assist data controllers in demonstrating such compliance.</p>
<b>28 (3) (g)</b>	<b>Data deletion</b>	<p>Prior to termination, customers are able to access RM Books to download the Customer Data. At the date of termination, access to RM Books will be revoked and customers will no longer be able to access the Customer Data. RM will delete all live data from the RM Books system sixty (60) days following the date of termination. At this point, the Customer Data will not be recoverable.</p>
<b>28 (3) (h)</b>	<b>Transparency</b>	<p>RM will make available to the controller all information necessary to demonstrate compliance with its obligations.</p>