

Doris End User Licence Agreement – Individuals

PLEASE READ THESE LICENCE TERMS CAREFULLY

We are Doris Worldwide Ltd (trading as Doris), a company registered in England and Wales with number 15895046 and its registered office address at Sterling House, 3 Wavell Drive, Rosehill Industrial Estate, Carlisle Cumbria, CA1 2SA, United Kingdom (“**Doris**” or the “**Licensor**”, “**us**”, “**we**”, “**our**” etc).

This end user licence agreement (**Licence**) is a legal agreement between us and individuals (“**Licensee**” or “**you**” etc) looking to use the Doris service (the “**Software**”) to help research, compare or connect with a school free of charge.

Schools that purchase a subscription to the Doris service use the service under the (different) licence in the terms and conditions attached to their subscription.

We may update the terms of this Licence from time to time (your statutory and consumer rights are not affected). The latest version is available at <https://www.doris.school/terms/users/end-user-license-agreement>. If you are not viewing these terms at that live link the version you are viewing may be out of date and no longer apply.

All users of the Doris service, individuals and schools, must follow the rules on how to act on the Doris service in compliance with the law and guidance on online safety (the Platform Terms of Use). Those terms supplement this Licence and the latest version of them is available at <https://www.doris.school/terms/users/platform-terms-of-use>.

We license use of the Software and its online instructions, guides and other documentation (together the “**Documentation**”) to you on the basis of this Licence. We remain the owners of the Software and Documentation at all times.

[SYSTEM / BROWSER REQUIREMENTS:

- A modern web browser: Google Chrome (latest version), Mozilla Firefox (latest version), Microsoft Edge (latest version), Safari (latest version)
- JavaScript enabled
- A stable internet connection
- Minimum screen resolution: 1024x768
- Recommended: Desktop or mobile device with at least 2GB RAM for optimal performance

ARTIFICIAL INTELLIGENCE NOTICE:

THE DORIS SERVICE INVOLVES INTERACTING WITH AN AI CHATBOT AND RECOMMENDER SYSTEM. GOOD AI GOVERNANCE MEANS THAT WE TELL YOU THIS EXPRESSLY (EVEN THOUGH IT IS LIKELY OBVIOUS WHEN INTERACTING WITH DORIS).

ALTHOUGH THE DORIS SERVICE INVOLVES AI AND AUTOMATED DECISION-MAKING IT DOES NOT MAKE ANY DECISIONS ABOUT PEOPLE WITH LEGAL OR SIMILARLY-SIGNIFICANT EFFECTS. DORIS MAKES RECOMMENDATIONS AND IS A HUMAN DECISION SUPPORT TOOL, NOT A REPLACEMENT FOR HUMAN DECISIONS. PLEASE SUPPLEMENT DORIS' RECOMMENDATIONS WITH YOUR OWN CHECKS AND COME TO YOUR OWN CONCLUSIONS.

AGREED TERMS

0. GRANT AND SCOPE OF LICENCE, UPDATES

0.0 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence until terminated in accordance with this Licence.

0.1 You may:

() use the Software for your personal purposes only;

(a) use any Documentation in support of the use permitted under condition 0.1(a).

0.2 We may update the Software or the system or browser requirements to access it as is reasonable.

1. Restrictions

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

() not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

(a) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

(b) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the

Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

() is used only for the Permitted Objective;

(i) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

(ii) is not used to create any software that is substantially similar in its expression to the Software;

(c) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;

(d) to comply with all applicable technology control or export laws and regulations.

2. Intellectual property rights

2.0 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence.

2.1 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

3. Our responsibility for loss or damage suffered by you

3.0 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both we and you knew it might happen.

3.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

3.2 When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

3.3 We are not liable for business losses. The Software is licensed to you for domestic and private use. If you use the Software for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

3.4 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

3.5 You acknowledge that we do not create and cannot be responsible for the accuracy of content: added to the Doris Platform by; provided by; or added or provided on the behalf or instruction of users. If we receive a report that user generated content is not accurate, in accordance with our Platform Terms of Use we will use reasonable commercial endeavours to check and ensure compliance, remove content that is not in accordance with the Platform Terms of Use where they allow or require us to, and we will always comply with our statutory obligations relating to user-to-user content, but you acknowledge that we have no other responsibility relating to the accuracy of user generated content.

4. Termination

4.0 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

4.1 Upon termination for any reason:

- () all rights granted to you under this Licence shall cease; and
- (a) you must cease all activities authorised by this Licence.

5. Communications between us

5.0 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email at support@doris.school or via the in-platform messaging functionality. We will confirm receipt of this by contacting you in writing, normally by the same method.

5.1 If we have to contact you or give you notice in writing, we will do so by email to the address you provide or confirm to us or via the in-platform messaging functionality.

6. How we may use your personal information

6.0 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.doris.school/terms/users/privacy-notice> and it is important that you read that information.

7. Other important terms

7.0 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

7.1 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

7.2 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

7.3 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

7.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

7.5 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. As a consumer if you live in a different jurisdiction you can bring legal proceedings in your home courts.