



GENERAL

We're here to serve you and strive to do our best in all our dealings with you. We hold ourselves to the highest ethical and legal standards and we value hearing from you so if you have any question, or if you need to provide notice to us, don't hesitate to get in touch via the contact details provided in the 'About' section below.

Please read these terms carefully so that you understand them. These terms cover all the services we provide to you through our app or other platform ("**App**") and Websites. When you use the App, you may access the Organiser or the Administrator websites, which are both referred to together as the "**Services**".

This App is published by Shinotech Europe Limited. Any reference to "CAT", "CATQR", "our", "us" and "Company" are references to Shinotech Europe Limited, a limited company registered in England and Wales (company number 07141834), the registered office being 8 Devonshire Square, London EC2M 4PL.

Where we refer to "you" and "your" this means you, if you are an individual subscribing to our App and Services, or, your organisation (e.g., University, Employer etc.), if your organisation is subscribing to our App and Services.

These terms also cover the related websites as set out below ("**Websites**"):

- for the Organiser Service, <https://www.catqr.com> and
- for the Administrator Service, <https://www.classattendancetracker.com>.

These terms include details on our complaints procedure and what is required from you to provide the Services. You will be asked to accept these terms as part of your account registration. We may update the terms from time to time, and if your rights change we will always notify you of this via email and/or our Websites. If you do not agree to, or cannot comply with, these terms as amended, you should not use the App or Website. You will be deemed to have accepted these terms as amended if you continue to use the App or Website after any amendments are made.

Our Privacy Policy which is available on our App and our Websites, sets out how your personal information will be used by us, which can be accessed as part of the account registration process, via the App, and on our Websites.

We would like to remind you that:

- **We don't take responsibility for laws outside the UK and governing access to our services. Some of our services are specifically designed for use in the UK and if you use them elsewhere you should check in your country or region that it is appropriate and lawful for you to do so (see section F).**
- **Your subscription terms are outlined in this agreement (see section R) and any agreed costs via email from a Company representative.**



A) ABOUT US

Whether you are an Organiser of a class/event or an Attendee at one, the Class Attendance Tracker (CAT) is a simple, intuitive paperless solution that helps you accurately track attendance, hassle-free from start to finish.

The award-winning team at Class Attendance Tracker (CAT) is passionate about developing state-of-the-art digital solutions that help organisations streamline processes and empower employees to take control of their learning.

You may contact us by email using feedback@catqr.com

B) SHINETECH EUROPE LTD.

Shinotech Europe Ltd. is a trusted partner and a recognized leader in providing software development outsourcing, systems integration and solution delivery services. We are committed to long term cooperation with customers by providing dedicated agile developers.

Since 2001, we have provided premium software development services to over 1000+ companies around the world. With a unique focus on building strong, collaborative relationships with clients, Shinotech has created a solid reputation for exceeding our client expectations with quality work and fast delivery turnaround. When you partner with Shinotech, you will work with the highest-quality development talents and project managers.

C) OUR SERVICES

What our services cover, and what you need to check yourself when you use our services

1. We provide our services using our App and the Websites, and communication methods such as email.
2. Any enhancements or support outside the scope of our Service are charged at a day rate of GBP 390, plus applicable taxes (such as VAT or GST).

D) WHAT WE NEED FROM YOU IN ORDER TO PROVIDE SERVICES

We can't provide our services without certain information and other things from you

- We can only provide the services in accordance with these terms if you provide us with the information we need in order to help you. You must be careful that:
 - any information you enter into the App is accurate and in English;
 - you follow any instructions you are given by us;
 - We rely on an accurate record of your use of services in order to do this. Please do not therefore register more than once for our services.



E) TECHNICAL REQUIREMENTS FOR USING THE APP

The App includes software provided by people other than the Company, and uses certain data that you provide to it in order to work

- From time to time, updates to the App may be made available to you. We recommend that you use the latest version of the App at all times, to take advantage of the latest enhancements. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

F) REGULATION OF OUR SERVICES

Accessing our services outside the UK

- If you are accessing our services from outside the UK, you should check whether it is lawful to access our services in the territory where you are. We provide our services in compliance with UK law and regulation, and cannot take responsibility for any differences between those rules and any different rules applying to healthcare services anywhere else.

G) General Data Protection Regulation

Our Company has been registered with the UK's Information Commissioner's Office (ICO) since November 2011.

- Our Company is defined as a data processor under the Data Protection Act 2018 (as amended) ("DPA") and we will comply with our obligations under the DPA.
- Save for having to share data with a Third Party who will adhere to the same or similar confidentiality and data protection provisions, as set out in this Agreement, Our Company warrant that we will not disclose any personal data to any business, organisation or individual without your knowledge, unless required by law.
- Our Company warrant that to the extent that we process any personal data (as defined under the DPA) under this Agreement that we shall:
 - have in place reasonably appropriate and industry standard technical and organisational measures to prevent accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
 - update, amend or correct your data upon written request;



- cancel or block access to any personal data on your written request ;
 - disclose any information required under Section 7 of the DPA;
 - delete temporary files containing your data; and
 - only process such personal data in accordance with your instructions and only to the extent reasonably necessary to fulfil our obligations under this Agreement.
- On written request from you, our Company will upon twenty business days provide you with a copy of your data that you have provided to us.
 - Our Company provides back-ups of data in accordance with good industry standards and you are likewise responsible for backing up your data and for implementing disaster recovery in accordance with good computing industry practice.
 - You are the data controller under the DPA in respect of any personal data that we process under this Agreement and in the course of providing our services. The personal data is derived from data provided by you and is not checked or monitored by us and, accordingly, we have no liability or responsibility whatsoever howsoever arising directly or indirectly to you for the accuracy, contents or use of such personal data.
 - You will:
 - keep its password and other access details for use of the Apps, Websites and software strictly confidential and restricted to those members of staff who need to know such details and shall ensure all such staff is aware of the confidential nature of such information and treat it accordingly.
 - notify our Company immediately if it believes that such information is no longer secret. You are solely responsible for all activities that occur under your passwords or account.
 - Our company will not permit any person to access the software for any unauthorised purpose that would constitute a breach of this Agreement if such a breach was carried out by you.

H) OTHER PRODUCTS AND SERVICES

Any other products and services are outside the scope of our Service and need to be agreed via a Company representative.



I) INTELLECTUAL PROPERTY

We grant you a non-exclusive and non-transferable licence to use CAT in object code. This licence constitutes the entire licence between you and our Company us with respect of the use of the Software.

In no event does our Company and our affiliate partners warrant that the software is error free or that you will be able to operate the software without problems or interruptions. Except as expressly authorised by us, you shall not: Copy, in whole or in part, software or documentation; Modify the software; Reverse compile or reverse assemble all or any portion of the software; Or rent, lease, distribute, sell, or create derivative works of the software.

You agree that aspects of the licenced materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of our Company and our affiliate partners. You agree not to disclose in any form to any third party without the written consent of our Company and our affiliate partners. You agree to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to software and documentation shall remain solely with our Company and our affiliate partners.

J) INDEMNIFICATION

You agree to defend, indemnify and hold our Company and our affiliate partners, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any third party (each a "Claim") relating to or arising out of: (a) your breach of these Terms (including any terms or agreements or policies incorporated into these Terms);(b) your use of the Services in violation of these Terms or other policies we post or make available; (c) your breach of any applicable local, state, provincial, national or other law, rule or regulation or the rights of any third party; (d) Our Company's collection and remission of taxes; and (e) if you are an Organiser, your events (including where our Company has provided Services with respect to those events), provided that in the case of (e) this indemnification will not apply to the extent that the Claim arises out of our Company's gross negligence or willful misconduct.

Our Company will provide notice to you of any such Claim, provided that the failure or delay by our Company in providing such notice will not limit your obligations hereunder except to the extent you are materially prejudiced by such failure. Also, in certain circumstances, Our Company may choose to handle the Claim ourselves, in which case you agree to cooperate with our Company in any way we request.



K) MODIFICATIONS TO THE TERMS OR SERVICE

Our Company reserves the right to modify these Terms from time to time (collectively, "Modifications"). If we believe the Modifications are material, we will inform you about them by doing one (or more) of the following (a) posting the changes through the Services; or (b) sending you an email or message about the Modifications. Modifications that are material will be effective thirty (30) days following the "Updated" date or such other date as communicated in any other notice to you.

Modifications that are simply addressing new functions we add to the Services or which do not impose any additional burdens or obligations on you will be effective immediately. You are responsible for reviewing and becoming familiar with any Modifications. Your continued use of the Services following Modifications constitutes your acceptance of those Modifications and the updated Terms.

In certain circumstances, our Company may seek a Modification to these Terms that will only apply to you. This type of Modification must be accomplished by way of a written or electronic document signed by you and an authorised officer of our Company. Our Company is constantly evolving our products and services to better meet the needs of our Users. Because of this, we cannot guarantee the availability of certain product features or functionality.

Our Company reserves the right to modify, replace or discontinue any part of the Services or the entire Service.

L) OTHER LIMITS ON OUR SERVICE

Other limitations and restrictions on the use of services

- Our services are designed to be accessed remotely by any of our customers, and are not designed for non-English speakers.
- We may need to ask you for certain personal information in order to provide our services. If you do not provide this information when requested, we may be unable to provide our services.
- The App has not been developed to meet your individual requirements. It is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.
- We may suspend your access to services or terminate your account with us if your use of services breaches any of our terms.



M) ACCESSING OUR SERVICES

How to access our services, and limitations and other terms concerning access

- Our services are accessed remotely using the internet, data networks and devices which can access the internet (“**Infrastructure**”) and operate the App and our Websites. We make the App and our Websites available for access using Infrastructure, but are not responsible for Infrastructure ourselves. If you wish to use the services, you should ensure you have an internet-enabled device and a sufficient internet connection available.
- Technical or security threats or issues affecting the Infrastructure may require us to suspend our services in order to ensure they are secure and/or operating optimally. We will minimise these suspensions, but are not responsible to refund charges or compensate you if they occur, unless they exceed 30 days in aggregate in any 12 month period, in which event you may cancel your agreement with us.
- When you use the App or send e-mails to us, you are communicating with us electronically. We will communicate with you by e-mail or by posting notices, alerts, prompts, information fields or other information through the App and our Websites as is necessary to deliver the services to you.
- We operate anti-virus and malicious software prevention measures on the Websites and our App, but we cannot guarantee that our services will always be virus-free. You should ensure that your devices used to access services are protected against viruses and malicious software. You must not use or expose the App or the Websites to virus or malicious software contamination.
- You must not attempt to gain unauthorised access to the services, App or Websites. Installation of the App on a device that has had its operating system compromised by the process of Jailbreaking (Apple iOS) or Rooting (Android) is not permitted and may result in the security of your personal data being compromised.

N) NEGATIVE COMMENTS

It is the sole responsibility of you or your organisation to support your students and staff. Therefore, if you, your organisation, your students or your staff make negative comments about support issues on social media or on the Google Play or Apple App Stores or Services,



then you or your organisation must take immediate action to notify the person(s) who made the negative comment and insist that the negative comment is removed or rectified as a matter of urgency.

O) HOW WE MAY USE YOUR PERSONAL INFORMATION

How we use your information

We use your personal information in accordance with our Privacy Policy which is available on our App and Websites. Please take the time to read it as it includes important details about how we secure and process your data.

P) LIMITATION OF LIABILITY

To the extent permitted by applicable laws, or as otherwise set forth herein, our Company and any person or entity associated with our Company's or our affiliate's provision of the Services will not be liable to you or any third party, for: (a) any indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, opportunity costs, intangible losses, or the cost of substitute services (even if our Company has been advised of the possibility of such damages); or (b) Your Content.

In no event will our Company and our affiliate partners be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability arising out of the use of or inability to use the software even if our Company and our affiliate partners have been advised of the possibility of such damages. In no event shall our Company and our affiliate partners liability to you, whether in contract, tort (including negligence), or otherwise, exceed the price paid by you within the current year of your subscription.

Q) LIMITATIONS ON SERVICE PROVISION

Sometimes, you will not be able to receive services – this section explains why

- We may not be able to provide our services if they are affected by events outside our control. We are not responsible to you if this happens, but if it does, we will notify you as soon as we can and take the steps that we reasonably can to minimise the interruption to our services.
- If there is the risk of a delay of more than 2 weeks to service performance, you may cancel your agreement with us (and we may do the same).



R) PRICE AND PAYMENT

How we calculate the price you pay us for our services and how you pay us

The price of our services will be set out on our Website or via an email from us at the time of our commitment to provide services. Our prices may change at any time, but price changes will not affect any services that you have already ordered.

You are responsible for paying the price for our services (“**Charges**”). Charges exclude VAT or GST rate (or other included tax or duty) , where applicable, unless otherwise stated. We will usually charge or invoice you for services at the time you order them. Any amounts charged or invoiced are due and payable upon our invoice being issued unless otherwise specified in these terms or services.

- All subscriptions will automatically renew. We will take payment at the end of each month, quarter or year, as applicable, unless you cancel your subscription in accordance with section V prior to the end of the Subscription Period. We may suspend our provision of services if you do not pay any of our Charges on time. Should you cancel, your payment is non-refundable, and your service will continue until the end of your contracted term or Subscription Period.
- You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every year upon renewal until you cancel.
- We may change your plan’s rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.
- By placing your order, you represent and warrant that (i) you agree to these terms on behalf of your employer or another entity; (ii) you have full legal authority to bind your employer or such entity to these terms; and (iii) you are responsible for all use of the licenses or subscriptions purchased in this order or future orders.



S) OUR LIABILITY TO YOU

We are not responsible for compensating you for loss or damage that is not a foreseeable result of breaking these terms. Nor will we be liable for indirect, incidental, special or consequential damages. Our App, Websites, software and services are provided on an ‘as is’ basis without a warranty of any kind being provided by us.

We will not be liable for any loss or damage resulting from defective digital content where you have failed to follow our usage instructions or advice in these terms.

We design our services, the App and the Websites to keep your data secure and it is important that you follow the usage instructions and advice in these terms in order to keep your data safe. We are not liable for loss or unauthorised access to your data where it results from you not following these instructions and advice.

T) OUR BRAND AND CREATIVE MATERIAL

The basis on which you use our App, Websites and Services

- Our Company, together with our affiliate partners, own copyright and other intellectual property rights in the App, Websites, our services and their content (“**CATQR IPR**”).
- You are permitted to use CATQR IPR in order to receive our services, store it on your device and print copies of it for your personal use.
- You are not permitted to copy, distribute or make any business use of CATQR IPR. You must not remove or obscure any notices regarding CATQR IPR.
- The CATQR mark, logo, combined mark and logo and other marks indicated in our App and our Websites are our trademarks of the Company or our affiliate partners in the United Kingdom and other countries. Other graphics, logos, page headers, button icons, scripts, and service names are trademarks of other businesses or our affiliate partners.



U) LICENCE AND APP USE

You are allowed to use the App but not copy it or distribute it

- We grant you a limited licence to access and make personal use of the App and not to modify it, or any portion of it, except with our express written consent of the Company. This licence does not include any resale or commercial use of the App or its contents; any derivative use of the App or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.
- The App or any portion of the App may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. Any unauthorised use terminates the permission or licence granted by the Company.
- You may not use any logo or other proprietary graphic or trademark of ours, our Partners or affiliates without our express written permission.
- The App or any Service 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 and do not endorse their content. You will need to make your own independent judgement regarding your interaction with any Third party Sites, including the purchase and use of any products or services accessible through them.
- If any open-source software is included in the App, the terms of an open-source licence may override some of the terms set out in this section.
- You acknowledge and agree that our Company’s or affiliate partners provision of the necessary platform infrastructure and end user data storage for the Services will be through Microsoft Azure Cloud Services. Notwithstanding anything to the contrary in these terms, to the extent that the Services include services provided by Microsoft, our App and Websites shall pass-through the commitments from Microsoft with respect to using Azure Cloud Services for the Services, and our sole obligation with respect to the use of Microsoft Azure Cloud Services with the relevant Services is to enforce its rights against Microsoft on behalf of itself and you. Our Company and affiliate partners are not liable to you if we are unable to obtain remedies from Microsoft.



V) CANCELLATION

You can cancel your Subscription Period with us at any time without additional charge. In such case, your cancellation will take effect at the end of the Subscription Period you have paid for and no further payment will be taken.

You may end your agreement with us:

- if the services are unavailable for reasons outside our control as set out in section Q or for technical reasons as set out in sections E and M;
- if you do not agree with a material change we propose to make to these terms under section K; or
- if we have failed to fix or re-perform services not provided to the standards set out in section C.

If you end your agreement with us, under this section and you have a Subscription, we will refund the proportion of the Charges you have already paid reflecting the remaining complete months of the Subscription period at the time of your notice.

If you want to cancel your agreement under this section, you must give us notice via the details provided in the 'About' section above and you must email the Company representative who arranged your subscription.

We may end our agreement with you, subject to applicable regulation:

- if the services are unavailable for reasons outside our control as set out in section Q;
- if you do not comply with the conditions on use of services set out in sections G, L and N;
- if you break any other term of this agreement and do not make good that break within 7 days of when we ask you; or



W) COMPLAINTS AND DISPUTES

What happens if you have a complaint about our services or disagree with us about anything to do with these terms

- You can always give us feedback on our services by emailing us via the details provided in the 'About' section above and via the email address of the Company representative who arranged your subscription.
- If you have a complaint about our services, we would like to resolve it as soon as possible. Please tell us about your complaint as soon as you can so that we can do this.
- If you wish to make a formal complaint about our services, you should do so as soon as possible by using the details provided in the 'About' section above and via the Company representative who arranged your subscription. We may ask you for certain details about you and your complaint in order to address it. Please provide these as soon as you can so that we can resolve your complaint quickly.
- We will tell you the outcome of our investigation into your complaint and give you the chance to discuss it with us. If we have done something wrong, we will apologise to you.
- If any disagreement between you and us arises in connection with these terms, we will attempt to resolve it by discussing it with you.
- If we have not resolved a disagreement about these terms, or a complaint about our services, either of us can refer the dispute to mediation.

These terms are governed by English law and the English courts shall have exclusive jurisdiction to hear any claim arising out of or in connection with these terms or the use of our products and services.