



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

2/24/23

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** a 1 year contract with Cloud Stop and Kenton Elementary.

**APPLICABLE BOARD POLICY:**

01.11 General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

Cloud Stop is an APP to strengthen student knowledge in science. This resource contains lessons, activities and other materials to determine student mastery of standards.

**FISCAL/BUDGETARY IMPACT:**

123.00 estimated to be paid from the Kenton Elementary SBDM general fund.

**RECOMMENDATION:**

**Approval** of a 1 year contract with Cloud Stop and Kenton Elementary.

**CONTACT PERSON:**

Mindy Coleman

  
Principal

  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

QUOTE

Valid until Apr 7, 2023

## Your personalized quote from Cloud Stop Motion **\$123.00**

### Cloud Stop Motion (ZuLogic Limited)

United Kingdom  
+44 333 344 5471  
animate@cloudstopmotion.com

QUOTE NUMBER QT-5B3F666D-0002-1  
ISSUE DATE Feb 21, 2023  
EXPIRATION DATE Apr 7, 2023

QUOTE FOR  
joan.moening@kenton.kyschools.us

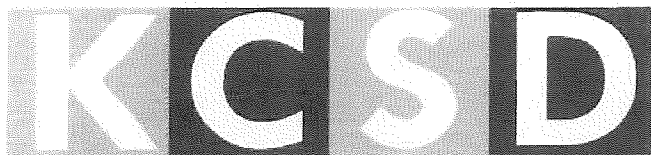
SHIP TO  
Kenton Elementary School  
11246 Madison Pike  
Independence, Ky  
41051  
United States  
859-356-3781

Please accept this as confirmation of your personalized quote for an annual Organizational 50GB Storage Plan subscription with Cloud Stop Motion. We look forward to helping you animate while you educate!

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Organization 50GB Annual Storage Plan	1	\$123.00	\$123.00
Subtotal			\$123.00
Total			\$123.00

US BANK DETAILS: First Century Bank | Routing: 061120084 |  
Account Number: 4016875297290 UK Company Registration Number:  
5388029 | VAT number: 850841134 PLEASE NOTE WE DO NOT ACCEPT  
PAYMENT BY CHECK

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## **THE KENTON COUNTY BOARD OF EDUCATION**

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*Dr. Henry Webb, Superintendent of Schools*

### **VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION**

#### **Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Zulogic Ltd

Vendor Name

Church Farm, Ulcombe, United Kingdom ME17 1DN

Vendor Address

UK Office - 03333445471

Vendor Telephone

kishan@cloudstopmotion.com

Vendor Email Address

K. S.

Signature by Vendor's Authorized Representative

Kishan Jethwa

Print Name

17/11/2022

Date

## **Cloud Stop Motion Software Licence Agreement**

### **ZULOGIC LIMITED/CLOUD STOP MOTION SOFTWARE LICENCE AGREEMENT**

#### **PLEASE READ THIS CAREFULLY BEFORE CONTINUING**

BEFORE USING THIS WEB APP, YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. BY USING THIS WEB APP YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT AND AGREE TO BECOME A LICENSEE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT YOU SHOULD LEAVE THE WEB APP AND NOT DOWNLOAD OR USE THE SOFTWARE.

We are Zulogic Limited, trading as Cloud Stop Motion, a limited company registered in England under company number 05388029 with Registered Address at 380a Larkfield, Aylesford, England, ME20 6RZ, and our main trading address at Church Farm, Ulcombe, Kent, ME17 1DN. We are the Licensor of the Cloud Stop Motion Software and the controller of cloud-based storage space on which we will agree an Allowance of storage space ("Storage") for the storage of the work output created using our Software (the "Output").

When you accept the terms and conditions of this Licence Agreement by using this web-app, we, as Licensor, shall immediately grant you (the "Licensee") a limited, non-exclusive, non-transferable licence to Use Cloud Stop Motion software, and any and all accompanying documentation (the "Software") the Storage and an agreed Storage Allowance (your "Allowance") for personal, home and academic purposes, subject to the terms and conditions of this Licence Agreement.

If we are unable to accept your order, we will inform you of this in writing and will not charge you. This might be due to unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

If you are purchasing the Software and Allowance as a consumer, you have certain additional rights that are not applicable to organisations or to educational establishments. Clause 7 below applies only to consumers and is in addition to other rights and obligations set out in this agreement.

#### **1. Use of the Software and Storage Allowance**

1.1 In this Licence Agreement, "Use" shall be defined as opening the web-app, for the processing of the system instructions or statements contained in the Software. "Use" shall also include copying the Software in machine-readable form for the purposes of understanding the contents of such machine-readable material (which may be known as reverse-engineering).

1.2 We agree to allow you to use a maximum amount of Storage applicable to the fee that you have paid us. Your use of that Allowance will be subject to industry recognised reasonable fair use.

1.3 Children under the age of 13 years will need an adult to open an account for them.

1.4 Free organisational accounts are only available for schools and qualifying organisations. We reserve the right to close any free organisation accounts which do not meet our criteria. (Qualifying organisations include: schools, universities, nurseries, museums, youth clubs and animation clubs. If you would like an organisation account but your organisation type is not listed above then please get in touch to see if you qualify).

1.5 Only one free organisation account per school site. Any users (schools/teachers/students) found to be in breach of this clause will have their accounts amalgamated and be invoiced for any additional storage used above the allowance, with payment due in 7 days.

1.6 Free individual accounts are not available for educational use and therefore students must be added to organisation accounts. Any users (schools/teachers/students) found to be in breach of this clause will have their accounts amalgamated and be invoiced for any additional storage used above the allowance, with payment due in 7 days.

1.7 Free accounts that have not been logged into within three months will be deleted.. If you unsubscribe from our emails you will not be warned in advance or notified of this action.

1.8 You must comply with the storage allowance allocated to you, if you go over this allowance your account will be frozen (your use of the software will be limited to only allow exporting and/or deletion of your existing works, no new works can be created). Data within accounts that go over their allocated storage allowance will be permanently deleted within 21 days of this breach.

## **2. Nature of the Software**

2.1 The Software is commercially licensed software. It is not open-source, freeware or shareware. Any Licence/storage fee is payable yearly or monthly for an initial period of one calendar year/month from the date of purchase payable in accordance with the payment details we give you.

## **3. Licensee's Undertakings**

3.1 By accepting the terms and conditions of this Licence Agreement you hereby undertake:

- a) Not to copy the Software
- b) Not to disassemble, decompile or otherwise reverse-engineer the Software;
- c) Not to misuse or misappropriate the Storage;
- d) To reproduce and include any and all copyright notices of We as they appear in or on the Software and any and all copies thereof;
- e) Not to permit or facilitate the Use of the Software or your Allowance in any manner which would constitute a breach of the terms and conditions of this Licence Agreement;
- f) Not to place or distribute the Software on any website, ftp server or similar location without our express prior written consent; and
- g) Not to Use the Software or Storage or create Output for any purpose which may be deemed immoral, illegal, offensive, threatening, abusive or otherwise harmful;
- h) To ensure that any accounts created for users are set out in accordance with our guidance issued from time to time.

3.2 Your initial Licence shall NOT be automatically renewed and will be for a single annual period. Should you wish to maintain single year contracts, please ensure this is obtained

manually by emailing us at [animate@cloudstopmotion.com](mailto:animate@cloudstopmotion.com) where we will happily continue to work with you on a single product purchase as required.

#### **4. Transferring the Software**

4.1 The Software and Allowance is licensed only to you. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without Our prior written consent.

#### **5. Limited Warranty**

5.1 Subject to the limitations and exclusions of liability below, We warrant that the Software will materially conform with any documentation that accompanies it and with any specifications or descriptions provided by Us.

5.2 The Software is designed to work on any modern browser across platforms such as Windows, OSX, iOS, Android and Linux, and while we take reasonable measures to ensure compatibility, we do not guarantee such compatibility with all platforms and have no liability to you if you are unable to operate the Software or access the Storage, your Allowance or your Output for whatever reason.

5.3 Subject to sub-Clause 5.1, the Software and Storage is provided "as is" without any warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

5.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5.5 You accept responsibility for the selection of the Software to achieve its intended results and acknowledge that the Software has not been developed to meet your individual requirements.

5.6 We do not warrant that the Software and the Storage will be error-free or that such errors will be corrected and the Licensee is solely responsible for all costs and expenses associated with the rectification, repair or damage caused by such errors.

5.7 We shall not be liable if the Software fails to operate in accordance with the limited warranty set out in sub-Clause 5.1 as a result of any modification, variation or addition to the Software not performed by We or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.

5.8 In the event that We incur any liability of any kind, that liability shall be limited to the licence fee paid by the Licensee for the Software or your Allowance. Nothing in this Clause 5 nor in the remainder of this Licence Agreement shall limit or exclude Our liability for death or personal injury arising out of Our negligence nor for fraudulent misrepresentation.

#### **6. Your Statutory Rights**

This Licence Agreement gives you specific legal rights and you may also have other rights that vary from one country to another. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions included in this Licence Agreement may not apply to you. Other jurisdictions do allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions included in this Licence Agreement shall apply to the fullest extent



permitted by the laws of such applicable jurisdictions. If any part of the limitations or exclusions in this Licence Agreement is held to be void or unenforceable, such part shall be deemed to be deleted from this Licence Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

## **7. Consumer Protection**

**THIS CLAUSE ONLY APPLIES IF YOU ARE PURCHASING AS A CONSUMER (AS DEFINED UNDER UK'S CONSUMER RIGHTS LEGISLATION)**

7.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract as set out in this clause.

7.2 We may change the Software and/or the Storage (a) to reflect changes in relevant laws and regulatory requirements and (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Software or the Storage.

7.3 We may make changes to these terms and the Software and Storage, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Storage paid for but not received.

7.4 We may have to suspend the supply of a product to: (a) deal with technical problems or make minor technical changes; (b) update the product to reflect changes in relevant laws and regulatory requirements; (c) make changes to the product as requested by you or notified by us to you as detailed above.

7.5 We will contact you in advance to tell you we will be suspending access to the Storage or your Allowance, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 10 calendar days in any month, we will adjust the price so that you do not pay for Storage while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 10 calendar days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.6 You may have rights to terminate this contract during a cooling off period of 14 days after the date that you purchased the Software and Storage under the Consumer Contracts Regulations 2013, or, if earlier, until you start using the web-app. If we delivered the digital content to you immediately or if you used the web-app, any Software or used any Allowance, and you agreed to this when ordering, you will not have a right to change your mind

7.7 To end the contract or to make a complaint, please let us know by contacting customer services using the details shown on our website. Please provide your name, details of the order and, where available, your phone number and email address.

7.8 We will make any refunds due to you as soon as possible.

## **8. Intellectual Property Rights**

8.1 The Software and related documentation are copyright works of authorship and are also protected under applicable database laws. We retain ownership of the Software, all

subsequent copies of the Software and all intellectual property rights subsisting therein, regardless of the form in which such copies may exist. This Licence Agreement is not a sale of the original Software or any copies thereof.

8.2 Where we have provided incidental music as part of our Software package, we are either the owner of or have permission to use that music (and have paid any relevant fees for that use). Where you use that music in your Output, you acknowledge that you have a non-exclusive licence to use that music only for the purposes of incidental to the Output and not for any other purpose.

8.4 You (or if in a multi user licence arrangement, the creator or joint creator of the Output) own or co-own the copyright in the Output (subject to any agreement that you have between you).

## **9. Data Processing**

9.1 Both parties will comply with all applicable requirements of legislation applicable to the jurisdiction (which is defined in the jurisdiction clause at clause 12.1 below), including the General Data Processing Regulations 2006 and Data Act 2018 (the Data Protection Legislation). This agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, we may be joint controllers or we may be acting as either the data controller or data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3 Without prejudice to the generality of clause 9.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement. This includes any consents of users or parental authorisation required for children under the age of 13 where the personal data relates to individuals other than you.

9.4 Without prejudice to the generality of this clause, We shall, in relation to any Personal Data processed in connection with our performance of our obligations under this agreement: (a) process that Personal Data only in accordance with this agreement and our Privacy Notice [www.cloudstopmotion.com/privacy](http://www.cloudstopmotion.com/privacy).

(b) ensure that We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of secure Microsoft Azure Data Centers unless we have the following conditions fulfilled:

- i. we have provided appropriate safeguards in relation to the transfer;
- ii. the data subject has enforceable rights and effective legal remedies;

iii. We comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

(f) notify you (or make reasonable efforts to notify you) without undue delay on becoming aware of a Personal Data breach;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

9.5 We may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## **10. Term and Termination**

10.1 This Licence Agreement is effective until terminated.. You may terminate this agreement by simply closing your account.

10.2 This Licence Agreement shall also terminate upon conditions set out elsewhere in this Licence Agreement or if you fail to comply with the terms and conditions of this Licence Agreement.

10.3 On termination of this Licence Agreement, you will no longer have access to the Storage or the Output stored in that Storage and it is your sole responsibility to export any Output to alternative storage if you wish to retain that output. We retain the right to stop access to the Storage and may delete the Output on termination of this contract.

## **11. Export**

11.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

## **12. General**

12.1 Each party irrevocably agrees that the courts local to the end user, in this case Kenton Elementary School, shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence Agreement and the place of performance of this Licence Agreement shall be that country and the laws of that country shall govern such controversy or claim.

12.2 This Licence Agreement constitutes the complete and exclusive statement of the Licence Agreement between We and you with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

12.3 Any Clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.

12.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.

12.5 This Licence Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Licence Agreement or any right or obligation under it without Our prior written consent.

12.6 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

Any questions concerning this Licence Agreement or the Software should be directed to Us. Contact details are available from [www.cloudstopmotion.com](http://www.cloudstopmotion.com).

© Cloud Stop Motion 2023(1.017.0)

Signed:



Printed Name: D. Henley

Company Position: Director

Date: 26th January 2023

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## **Privacy Policy**

### **Zulogic limited Privacy Notice**

#### **INTRODUCTION:**

This Privacy Notice (together with our terms and conditions and any other documents referred to in it) describes the type of information that we collect from you ('you/your') through the use of our services ('Services'), or the use of our website [cloudstopmotion.com](http://cloudstopmotion.com) ('Website') and all sub domains thereof, how that information may be used or disclosed by us and the safeguards we use to protect it.

Our Website and Services may contain links to third party websites that are not covered by this Privacy Notice. We therefore ask you to review the privacy statements of other websites and applications to understand their information practices.

We have drafted this Privacy Notice to be as clear and concise as possible. Please read it carefully to understand our policies regarding your information and how we will treat it. By using or accessing our Website or the Services, you agree to the collection, use and disclosure of information in accordance with this Privacy Notice. This Privacy Notice may change from time to time and your continued use of the Website or the Services is deemed to be acceptance of such changes, so please check periodically for updates.

## 1. Information About Us

Zulogic Limited (including our trading names Zu3D and Cloud Stop Motion), a limited company registered in England under company number 05388029.

Registered address: 380a Larkfield, Aylesford, England, ME20 6RZ

Main trading address: Church Farm, Ulcombe, Kent, ME17 1DN

Email: [privacy@zulogic.com](mailto:privacy@zulogic.com)

We respect your right to privacy and will only process personal information about or provided by you in accordance with the Data Protection Legislation which for the purposes of this Privacy Notice shall mean: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 and other applicable privacy laws.

In the event there is any data breach we will contact you within 72 hours setting out the details and any remedial steps necessary.

## 2. What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

## 3. What Is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 5, below.

#### 4. What Are My Rights?

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 10.
- b) The right to request access to, deletion or correction of, your personal data (or your child's personal data), held by us, at no cost to you. Part 10 will tell you how to do this.
- c) The right to restrict (i.e. prevent) the processing of your personal data.
- d) The right to object to us using your personal data for a particular purpose or purposes.
- e) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- f) The right to request that your personal data be transferred to another person (data portability).
- g) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.
- h) The right to complain to a supervisory authority.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Parents shall have the right to request deletion of accounts and student data open on behalf of their children.

Further information about your rights can also be obtained from the Information Commissioner's Office (ICO) ([www.ico.org.uk](http://www.ico.org.uk)) or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the ICO. We would appreciate the opportunity to resolve your

concerns before you approach the ICO so please contact us first on [privacy@zulogic.co.uk](mailto:privacy@zulogic.co.uk) with your complaint.

## 5. What Personal Data Do You Collect?

Depending upon your use of our Website, we may collect and hold some or all of the personal and non-personal data set out in the table below, using the methods also set out in the table. We do not routinely collect any special category' or 'sensitive' personal data or data relating to criminal convictions and/or offences unless you expressly provide that information to us yourselves.

We process some information about children under the age of 13. Children under 13 will need an adult to create the account display name and email address. The adult is responsible for ensuring that the child is aware of the implications of providing any personal information, including image or identifying information. be under 13.

Data Collected	How We Collect the Data
Identity Data - including name or pseudonym, user name or similar identifier. When you email, phone, live chat or otherwise we may collect your first name, last name, email address and phone number. Also gender and date of birth (if given)	Information provided by you on registration form or that you have provided to us in another way.
Contact Data including billing address, email address, telephone number	Information provided by you on registration form or that you have provided to us in another way.
Financial Data information includes bank account and payment card details	Information provided by you, if applicable, to a third party payment provider.
Transaction Data includes details about payments and other details of our services you have purchased from us.	Information provided by you on registration form or that you have provided to us in another way.

Profile Data including preferences, interests, your profile image and any information that you provide such as education, interests etc.	Information provided by you on registration form and on our portal/website or that you have provided to us in another way.
Images information, including photographs and videos and any information that you provide.	Information provided by you on our portal/website or that you have provided to us in another way.
IP information, including IP address, browser type and operating system, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);	Information collected by software.
Communication information such as any information contained in or relating to any communication that you send to us or send through our website (including the communication content and metadata associated with the communication).	Information provided by you on our portal/website or that you have provided to us in another way.

## 6. How Do You Use My Personal Data?

6.1 We (or third party data processors, agents and subcontractors acting on our behalf) may collect, store and use your personal information by way of different methods to collect data from and about you including through:

Direct interactions. You may give us your information by filling in forms via our Website or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- a) present Website content;
- b) use any of our Services;
- c) create an account on our Website;
- d) subscribe to our Services or publications;



- e) request marketing to be sent to you;
- f) enter a competition, promotion or survey; or
- g) give us some feedback.

6.2 In addition to the above, we may use the information in the following ways:

- a) To personalise your Website experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- b) To administer a contest, promotion, survey or other site feature.
- c) If you have opted-in to receive our email newsletter, we may send you periodic emails. If you would no longer like to receive promotional email from us, please refer to paragraph 6.9 below for how you can opt-out, remove or modify information you have provided to us. If you have not opted-in to receive email newsletters, you will not receive these emails. Visitors who register or participate in other site features such as marketing programs and "members-only" content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.
- d) Present Website content effectively to you.
- e) Provide information, and services that you request, or (with your consent) which we think may interest you.
- f) Carry out our contracts with you.
- g) Provide the relevant Services to you
- h) Tell you our charges.

6.3 If you are already our customer, we will only contact you electronically about things similar to what was previously sold to you.

6.4 We may keep a record of those links which are used the most to enable us to provide the most helpful information but we agree to keep such information confidential and you will not be identified from this information.

6.5 In addition, if you don't want us to use your personal data for any of the other reasons set out in this section in 6, you can let us know at any time by contacting us at [privacy@zulogic.com](mailto:privacy@zulogic.com), and we will delete your data from our systems. However, you acknowledge this will limit our ability to provide the best possible service to you.

6.6 In some cases, the collection of personal data may be a statutory or contractual requirement, and we will be limited in the products and services we can provide you if you don't provide your personal data in these cases.

6.7 We will only use your personal data when the law allows us to. Most commonly, we will use your personal data where we need to perform the contract we are about to enter into or have entered into with you or where we need to comply with a legal or regulatory obligation.

6.8 For non-student accounts we do not rely on consent as a legal basis for processing your personal data other than in relation to our marketing communications. You have the right to

withdraw consent to marketing at any time by contacting us at [privacy@zulongic.com], and we will either delete your data from our systems or move your data to our 'unsubscribe list'. However, you acknowledge this will limit our ability to provide the best possible services to you. Student account data will not be used for marketing or any other commercial purposes.

## 7. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. How and Where Do You Store or Transfer My Personal Data?

We store and transfer your personal data within the US and the UK.

While your data is under your control (for example while you are logged on to our Site or providing us with your data) you should take your own measures to ensure the security of your data, as we do not have responsibility and are not liable for any unlawful or authorised use of your data if it is not under our control.

The security of your personal data is essential to us, and to protect your data, we take a number of important measures, including the following:

- limiting access to your personal data to those employees, agents, contractors, and other third parties with a legitimate need to know and ensuring that they are subject to duties of confidentiality;
- procedures for dealing with data breaches (the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data). We will notify you within 72 hours and/or the Information Commissioner's Office of any possible data breach where we are legally required to do so.

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We will store all the personal information you provide on our secure encrypted Azure database (which is password- and firewall-protected). You are required to login to your accounts with a strong password to access your data. Your account holder administrators (such as School admin) can see students accounts data.

All electronic financial transactions entered into with our payment services providers in relation to our website will be protected by encryption technology.

By providing us with your personal data, you acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

## 8. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

We may sometimes contract with the following third parties to supply products and services.

Recipient	Activity Carried Out	Location
IT support providers.	To provide us with IT support and development services	UK
Payment services providers	To collect payment from you as set out in our services	UK

All our website financial transactions are handled through our payment services providers, Stripe. You can review the providers' privacy policy at:

<https://stripe.com/gb/privacy>.

We will share information with our payment services providers only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds. With your permission, our payment services providers will securely store your payment details in encrypted form to enable repeat transactions.

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law, as described above in Part 8.

If any personal data is transferred outside of the UK, we will take suitable steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation, as explained above in Part 8.

#### **9. How Can I Access My Personal Data?**

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 10.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

#### **10. How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details, preferably expressly referring to data processing in your email message title

Email address: [privacy@zilogic.com](mailto:privacy@zilogic.com)

#### **11. Cookies and third party sites**

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the

user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

We use both session and persistent cookies on our website.

The names of the cookies that we use on our website, and the purposes for which they are used, are set out below:

#### Analytics cookies

We use Google Analytics to analyse the use of our website.

Our analytics service provider generates statistical and other information about website use by means of cookies.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

The analytics cookies used by our website have the following names: `_ga`, `_gat`, `__utma`, `__utmt`, `__utmb`, `__utmc`, `__utmz` and `__utmv`].

Our analytics service provider's privacy policy is available at:  
<http://www.google.com/policies/privacy/>.

#### Stripe Cookies

We use Stripe as our payment provider. Stripe use cookies: you can find a full list of what they use here <https://stripe.com/cookies-policy/legal> .

#### Blocking cookies

Most browsers allow you to refuse to accept cookies; for example:

(a) in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";

(b) in Firefox (version 42) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and

(c) In Chrome (version 46), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

Blocking all cookies will have a negative impact upon the usability of many websites.

If you block cookies, you will not be able to use all the features on our website.

#### Deleting cookies

You can delete cookies already stored on your computer; for example:

(a) in Internet Explorer (version 11), you must manually delete cookie files (you can find instructions for doing so at <http://windows.microsoft.com/en-gb/internet-explorer/delete-manage-cookies#ie=ie-11>);

(b) in Firefox (version 42), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history" from the drop-down menu, clicking "Show Cookies", and then clicking "Remove All Cookies"; and

(c) in Chrome (version 46), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Cookies and other site and plug-in data" before clicking "Clear browsing data".

Deleting cookies will have a negative impact on the usability of many websites.

## 12. Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available on our Site. This Privacy Notice was last updated January 2023.

The above Terms and Conditions and Privacy Policy have been amended solely for Kenton Elementary School and supersede our online versions for the benefit of the school.

This document has a validity period of 12 months from the date of creation, 26th January 2023, and subject to our prior agreement and written permission, may be renewed as required on an as requested basis. Please ensure you contact us at [privacy@zulogic.com](mailto:privacy@zulogic.com) for further information, or to request any extension.

Signed:



Printed Name:

D. Henley

Company Position: Director

Date: 26th January 2023

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STOP

# Cloud Stop Motion App Terms and Conditions

## ZULOGIC LIMITED/CLOUD STOP MOTION SOFTWARE LICENCE AGREEMENT

PLEASE READ THIS CAREFULLY BEFORE CONTINUING  
BEFORE USING THIS WEB APP, YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. BY USING THIS WEB APP YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT AND AGREE TO BECOME A LICENSEE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT YOU SHOULD CLICK THE "DO NOT ACCEPT" BUTTON AND NOT DOWNLOAD OR USE THE SOFTWARE.

We are Zulogic Limited, trading as Cloud Stop Motion, a limited company registered in England under company number 05388029 with Registered Address at Three Trees, The Street, Ulcombe, Kent, ME17 1DX, and our



main trading address at Church Farm, Ulcombe, Kent, ME17 1DN. We are the Licensor of the Cloud Stop Motion Software and the controller of cloud-based storage space on which we will agree an Allowance of storage space ("Storage") for the storage of the work output created using our Software (the "Output").

When you accept the terms and conditions of this Licence Agreement by using this web-app, we, as Licensor, shall immediately grant you (the "Licensee") a limited, non-exclusive, non-transferrable licence to Use Cloud Stop Motion software, and any and all accompanying documentation (the "Software") the Storage and an agreed Storage Allowance (your "Allowance") for personal, home and academic purposes, subject to the terms and conditions of this Licence Agreement. If we are unable to accept your order, we will inform you of this in writing and will not charge you. This might be due to unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements], because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

If you are purchasing the Software and Allowance as a consumer, you have certain additional rights that are not applicable to organisations or to

educational establishments. Clause 7 below applies only to consumers and is in addition to other rights and obligations set out in this agreement.

#### Use of the Software and Storage Allowance

1.1 In this Licence Agreement, "Use" shall be defined as opening the web-app, for the processing of the system instructions or statements contained in the Software. "Use" shall also include copying the Software in machine-readable form for the purposes of understanding the contents of such machine-readable material (which may be known as reverse-engineering).

1.2 We agree to allow you to use a maximum amount of Storage applicable to the fee that you have paid us. Your use of that Allowance will be subject to industry recognised reasonable fair use.

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#### Nature of the Software

2.1 The Software is commercially licensed software. It is not open-source, freeware or shareware. The licence fee payable for the initial period of one calendar year from the date of download is for Use of the Software in accordance with this Licence Agreement is as set out in our Key Terms document, payable in accordance with the payment details we give you.

#### Licensee's Undertakings

3.1 By accepting the terms and

conditions of this Licence Agreement  
you hereby undertake:

- a) Not to copy the Software
- b) Not to disassemble, decompile or otherwise reverse-engineer the Software;
- c) Not to misuse or misappropriate the Storage;
- d) To reproduce and include any and all copyright notices of We as they appear in or on the Software and any and all copies thereof;
- e) Not to permit or facilitate the Use of the Software or your Allowance in any manner which would constitute a breach of the terms and conditions of this Licence Agreement;
- f) Not to place or distribute the Software on any website, ftp server or similar location without our express prior written consent; and
- g) Not to Use the Software or Storage or create Output for any purpose which may be deemed immoral, illegal, offensive, threatening, abusive or otherwise harmful;

To ensure that any accounts created for users are set out in accordance with our guidance issued from time to time.

3.2 Your Licence shall be automatically renewed for subsequent one year periods and you agree that payment shall be taken from you by our payment services provider, Stripe in the same method as you initially paid unless you cancel or upgrade your subscription[ by you closing your account as set out in Clause 10 below] before the end of the initial period]. If

payment can not be taken by Stripe, you shall be liable for making alternative arrangements for payment. Failure to make payment may result in suspension or termination of your subscription as set out in Clause 10.

#### Transferring the Software

4.1 The Software and Allowance is licensed only to you. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without Our prior written consent.

#### Limited Warranty

5.1 Subject to the limitations and exclusions of liability below, We warrant that the Software will materially conform with any documentation that accompanies it and with any specifications or descriptions provided by Us.

5.2 The Software is designed to work on any modern browser across platforms such as Windows, OSX, iOS, Android and Linux, and while we take reasonable measures to ensure compatibility, we do not guarantee such compatibility with all platforms and have no liability to you if you are unable to operate the

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Software or access the Storage, your Allowance or your Output for whatever reason.

5.3 Subject to sub-Clause 5.1, the Software and Storage is provided "as

is" without any warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

5.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5.5 You accept responsibility for the selection of the Software to achieve its intended results and acknowledge that the Software has not been developed to meet your individual requirements.

5.6 We do not warrant that the Software and the Storage will be error-free or that such errors will be corrected and the Licensee is solely responsible for all costs and expenses associated with the rectification, repair or damage caused by such errors.

5.7 We shall not be liable if the Software fails to operate in accordance with the limited warranty set out in sub-Clause 5.1 as a result of any modification, variation or addition to the Software not performed by We or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with

equipment or other software which is incompatible.

5.8 In the event that We incurs any liability of any kind, that liability shall be limited to the licence fee paid by the Licensee for the Software or your Allowance. Nothing in this Clause 5 nor in the remainder of this Licence Agreement shall limit or exclude Our liability for death or personal injury arising out of Our negligence nor for fraudulent misrepresentation.

#### Your Statutory Rights

This Licence Agreement gives you specific legal rights and you may also have other rights that vary from one country to another. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions included in this Licence Agreement may not apply to you. Other jurisdictions do allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions included in this Licence Agreement shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the limitations or exclusions in this Licence Agreement is held to be void or unenforceable, such part shall be deemed to be deleted from this Licence Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business,

academic or government use) are not affected.

#### Consumer Protection

THIS CLAUSE ONLY APPLIES IF YOU ARE PURCHASING AS A CONSUMER (AS DEFINED UNDER UK'S CONSUMER RIGHTS LEGISLATION)

7.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price or anything else which would be necessary as a result of your requested change and ask you to confirm whether

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you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract as set out in this clause.

7.2 We may change the Software and/or the Storage (a) to reflect changes in relevant laws and regulatory requirements and (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Software or the Storage.

7.3 We may make changes to these terms and the Software and Storage, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any

Storage paid for but not received:

7.4 We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7.5 We may have to suspend the supply of a product to: (a) deal with technical problems or make minor technical changes; (b) update the product to reflect changes in relevant laws and regulatory requirements; (c) make changes to the product as requested by you or notified by us to you as detailed above.

7.6 We will contact you in advance to tell you we will be suspending access to the Storage or your Allowance, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 10 calendar days in any month, we will adjust the price so that you do not pay for Storage while they are suspended.

You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 10 calendar days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.7 You may have rights to terminate this contract during a cooling off period of 14 days after the date that you purchased the Software and Storage under the Consumer Contracts Regulations 2013, or, if earlier, until you start using the web-app. If we delivered the digital content



to you immediately or if you used the web-app, any Software or used any Allowance, and you agreed to this when ordering, you will not have a right to change your mind

7.8 Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed. A contract for digital content is completed when the product is paid for/invoiced. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for Storage which will not be provided to you. For example, if you tell us you want to end the contract on 4 February, we will continue to allow access to the Storage until 3 March. We will only charge you for accessing and using the Storage up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March. As set out in our termination clause below (at clause 10), you will not have access to your Storage or any Output stored in that Storage on termination of this contact.

7.9 To end the contract or to make a complaint, please let us know by contacting customer services using the details shown on our website. Please provide your name, details of the order and, where available, your phone number and email address.

7.10 We will make any refunds due to

you as soon as possible.

## Zulogic Cloud Stop Motion Software Licence Agreement

### Intellectual Property Rights

8.1 The Software and related documentation are copyright works of authorship and are also protected under applicable database laws. We retain ownership of the Software, all subsequent copies of the Software and all intellectual property rights subsisting therein, regardless of the form in which such copies may exist. This Licence Agreement is not a sale of the original Software or any copies thereof.

8.2 Where we have provided incidental music as part of our Software package, we are either the owner of or have permission to use that music (and have paid any relevant fees for that use). Where you use that music in your Output, you acknowledge that you have a non-exclusive licence to use that music only for the purposes of incidental to the Output and not for any other purpose.

8.3 If you used third party music other than that provided by Us when producing the Output, you acknowledge that you are responsible for ensuring that you have the right to use that music, and you will indemnify us and hold us harmless (including any reasonable costs) against any claim or action taken against us for your use of third party music without the appropriate consents or legal grounds.

8.4 You (or if in a multi user licence arrangement, the creator or joint creator of the Output) own or co-own the copyright in the Output (subject to any agreement that you have between you).

#### Data Processing

9.1 Both parties will comply with all applicable requirements of legislation applicable to the jurisdiction (which is defined in the jurisdiction clause at clause 12.1 below), including the General Data Processing Regulations 2006 and Data Act 2018 (the Data Protection Legislation). This agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, we may be joint controller or we may be acting as either the data controller or data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3 Without prejudice to the generality of clause 9.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement. This includes any consents of users or parental authorisation required for children under the age of 13 where the personal data relates to individuals other than you.

9.4 Without prejudice to the generality

of this clause, We shall, in relation to any Personal Data processed in connection with our performance of our obligations under this agreement:

(a) process that Personal Data only in accordance with this agreement and our Privacy Notice

[www.cloudstopmotion.com /privacy](https://www.cloudstopmotion.com/privacy) unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to Us to process Personal Data (Applicable Laws). Where We are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, We shall make reasonable attempts to notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws ZuLogic Cloud Stop Motion Software Licence Agreement

prohibit Us from so notifying you;

(b) ensure that We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where

appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless we have your prior agreement and the following conditions are fulfilled:

i. we have provided appropriate safeguards in relation to the transfer;

ii. the data subject has enforceable rights and effective legal remedies;

iii. We comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

(f) notify you (or make reasonable efforts to notify you) without undue delay on becoming aware of a Personal Data breach;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

9.5 We may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable

controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

#### Term and Termination

10.1 This Licence Agreement is effective until terminated or until your subscription package expires un-renewed. You may terminate it by closing your account.

10.2 This Licence Agreement shall also terminate upon conditions set out elsewhere in this Licence Agreement or if you fail to comply with the terms and conditions of this Licence Agreement.

10.3 On termination of this Licence Agreement, you will no longer have access to the Storage or the Output stored in that Storage and it is your sole responsibility to export any Output to alternative storage if you wish to retain that output. We retain the right to stop access to the Storage and may delete the Output on termination of this contract.

#### Export

11.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an

export licence or other governmental approval without first  
Zulogic Cloud Stop Motion Software Licence Agreement  
obtaining such licence or approval.

#### General

12.1 Each party irrevocably agrees that the courts of the England and Wales or reseller which issues an invoice for the Software, shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence Agreement and the place of performance of this Licence Agreement shall be that country and the laws of that country shall govern such controversy or claim.

12.2 This Licence Agreement constitutes the complete and exclusive statement of the Licence Agreement between We and you with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

12.3 Any Clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.

12.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence agreement will not be construed as a waiver of that party's rights nor in any

way affect the validity off the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.

12.5 This Licence Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Licence Agreement or any right or obligation under it without Our prior written consent.

12.6 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

Any questions concerning this Licence Agreement or the Software should be directed to Us. Contact details are available from [www.cloudstopmotion.com](http://www.cloudstopmotion.com).

**STOP**

Contact Us

Website Privacy Policy

CSM Privacy Policy

CSM Terms and Conditions

Coppa Compliance



Zu3D App Privacy Policy

Company Information

Delivery, Returns and Refunds