

## **GS Plus Limited – School Item Exchange Website: Statement on Terms of Use**

### **1. Statement of Use:**

Greenwich Service Plus Limited (or “GS Plus” “its” “we”) is willing to facilitate the exchange or sale of surplus items for schools (“You” “Your”) **which are GS Plus customers only**, via the posting of information on its website (GSPlus.org) for other schools to consider transacting on the following Terms and Conditions (‘Terms’). You warrant that (i) Your representative has Your authority to enter into a legally binding contract on your behalf and (ii) you will provide GS Plus with accurate, current and complete information when making any posting(s) on the GSPlus.org website. Please ensure You read these Terms carefully because by using the GSPlus.org website, You agree to be bound by all the Terms contained herein. If You do not agree with any of the Terms, please do not access or use the GS Plus.org website.

### **2. Fees and Charges:**

The posting of information about Your school items for exchange or sale is **free on the GSPlus.org website**. You are responsible for paying all fees, charges, including any and all applicable taxes, associated with accepting or offering any items for sale, exchange, on the GSPlus.org website. We may, from time to time and in GS Plus’s sole discretion, change some or all of the content of the GSPlus.org website, and/or apply any fees or rates for its use.

### **3. Your Indemnity:**

You agree to defend, indemnify and hold GS Plus, its officers, directors, employees, agents, parents, subsidiaries, partners and affiliates harmless against any and all claims made by or liabilities to any third party resulting from any activities conducted by You or Your representative on the GSPlus.org website. Your use or misuse of GSPlus.org, including, but not limited to, posting content on the GSPlus.org, entering into transactions with other schools via the GSPlus.org website, contacting others as a result of their posting(s) on GSPlus.org, infringing a third party’s intellectual property or other rights, failing to deliver goods or payment to other schools or otherwise arising out of your breach of any of the Terms.

### **4. Disputes:**

GS Plus is under no duty or obligation to become involved in any disputes between schools using the GSPlus.org website and You release GS Plus, its parent body or any related body, their officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or the use of the GS Plus.org website.

Notwithstanding the foregoing, GS Plus may investigate reports of abuse or misuses and, if appropriate, limit or prohibit Your use of GSPlus.org website or modify Your details to reflect its determinations. You agree to participate in investigations and be bound by GS Plus’s determination. All determinations are final and are made at the sole discretion of GS Plus.

### **5. Your Warranties:**

You agree that use of GSPlus.org website is at Your sole discretion and risk and that You will be solely responsible for any damage resulting from Your transaction as a result of Your use of the GSPlus.org website. The GSPlus.org website is provided on an "as is" and on an "as available" basis. GS Plus expressly disclaims all warranties of any kind, whether express or implied, including, the merchantability of any school item, fitness for a particular purpose and non-infringement of any rights. No advice or information, whether oral or written, obtained by You from GS Plus or through or from the GSPlus.org website shall create any warranty not expressly stated herein.

#### 6. Limitation on Liability:

You agree that neither GS Plus nor any of its providers of information shall be liable for any direct, indirect, Incidental, special, consequential or exemplary damages, resulting from the use or the inability to use the GSPlus.org website or for cost of procurement of substitute goods and services or resulting from any goods, data, information or items purchased or obtained or messages received or transactions entered into through or from the GSPlus.org website or resulting from unauthorised access to or alteration of Your transmissions or data or arising from any other matter relating to the GSPlus.org website, including but not limited to, damages for loss of profits, use, data or other intangible, even if GS Plus has been advised of the possibility of such damages.

You further agree that GS Plus will not be liable for any damages or otherwise in any form arising from interruption, suspension or termination of Your use of the GSPlus.org website.

#### 7. Termination of Service:

You agree that GS Plus, in its sole discretion, has the right (but not the obligation) to delete or deactivate Your posting(s) or profile, block Your email or IP address, or otherwise terminate Your access to or use of the GSPlus.org website, immediately and without notice, and remove and discard any content within the GSPlus.org website, for any reason, including, without limitation, GS Plus believes that you have acted inconsistently with the letter or spirit of the Terms.

Further, You agree that GS Plus shall not be liable to You or any third-party for any termination of your access to the GSPlus.org website. In no event shall GS Plus total liability to You for all damages, losses, and causes of action exceed the amount paid by You to GS Plus for the use of the GSPlus.org website, if any, that is related to the cause of action.

#### 8. General Information:

The Terms constitute the entire agreement between You and GS Plus and govern Your use of the GSPlus.org website, superseding any prior agreements between you and GS Plus.

The Terms and the relationship between You and GS Plus shall be governed by the laws of England and You agree to submit to the exclusive jurisdiction of the courts of England.

The failure of GS Plus to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court will endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You agree that any claim or cause of action pursued by You against GS Plus or other schools arising out of or related to the use of the GSPlus.org website or the Terms must be filed within one (1) year after such claim or cause of action arose or it shall be deemed to be waived and absolutely time- barred.