

Unique School Communications Limited (t/a Unique Schools) Terms of Service & Business

These terms apply to clients of Unique Schools who directly contract and purchase our services, their staff and the end users of the service (eg parents, students, past pupils).

These terms cover all digital services and related support provided by Unique Schools including, (but not limited to), USApp, USPay, USWeb, USCanteen, USEnrol, USAlumni, USTeamManager.

By using any of the digital services provided by Unique Schools you are agreeing to be bound by the following terms and conditions ("Terms of Service & Business").

Unique Schools reserves the right to update and change the Terms of Service & Business from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, are subject to the Terms of Service & Business. Continued use of the services after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: www.uniqueschools.ie

Violation of any of the terms herein will be a breach of your contractual obligations which may result in the termination of your service/user account.

Posting of Content

Unique Schools prohibits the posting of any content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. Unique Schools reserves the right to remove such content and at its discretion disable further publishing and/or terminate the service. In this instance of termination the client is liable for all fees up to the end of the contractual period.

Users understand and agree that Unique Schools is not a content moderator and cannot be responsible for any content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

It is the client administrators obligation to moderate its own content and to control publishing access to its channels. Unique Schools provide a 2FA access security which all administrators should implement as best practice.

Modifications to the Service and Prices

Unique Schools reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Unique Schools shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

From time to time, Unique Schools may issue an update to the its services which may add, modify, and/or remove features from the application. These updates may be pushed out automatically with little or no notice, although Unique Schools will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by using the Unique Schools services to create your mobile application, you agree to allow others to view and share your content.

The look and feel of the Service is copyright 2025 Unique School App All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Unique Schools.

Technical support is available by phone:

Monday to Thursday 09:30 am to 16:00pm

Friday 09:30 to 14:00

Excluding normal business holidays and bank holidays and the month of July each year.

Technical support is available by email:

Users can submit an email at any time. The support desk team working hours are:

Monday to Friday 09:30 am to 16:00pm

The technical support email address is support@uniqueschools.ie
staffsupport@uniqueschools.ie

Accounts Process

Quotations – All clients will be furnished with a detailed quotation that clearly shows the services being provided, all costs relating to the service (including one off set up fees and annual fees), taxes applicable, term of contract for those services, dates and amount of due payment. This will be supplied as a PDF via email and signature approval will be required via an online portal (currently we use AdobeSign).

Contract Period - The date of commencement and duration of your contract for a particular service will be clearly and prominently displayed on the summary page of your order confirmation. A separate order and contractual obligation will be required for each service provided (eg USApp, USWeb, USEnrol, USAlumni, USTeamManage etc). The most recent/updated contract for any service will replace any previously agreed contract for that service.

Fees Quoted – Fees applicable to each service are clearly shown on Quotations & Order/Upgrade Confirmations. Clients will be charged the applicable fee quoted for the services they request. All fees quoted will be fixed for the contracted period as shown on the Quotation or Order/Upgrade Confirmation.

Order Confirmation – All clients must use our online portal to complete the Order Confirmation and where options are available, indicate which options they wish to include/exclude, In special circumstances, at the clients request, a completed PDF will also be acceptable.

Issuing of Invoices – Invoices will be issued 2-3 weeks in advance of the due date and sent via email, addressed to the principal and bursar. The client must reply to this email within 48 hours to confirm receipt of same and confirm payment will be made on/before the due date. If there are any queries these must be submitted in writing by reply email within 48 hours.

CHY Forms – The CHY form service includes the assignment of 5 year CHY forms to the appropriate donor, publishing same in the school app, collation against payments made by donors and providing a summary csv file for upload to Revenue to support a rebate claim in a given tax year. Invoices for CHY Forms will be issued to the school based on their use to support a claim. If a school ceases using Unique Schools services an additional fee will be issued to the school in respect of each CHY Form held based on its availability to the school to rely on for future claims after the date of cessation of service, regardless of whether a particular donor makes a donation in future years covered by the CHY Form.

Payment Method - All payments to Unique Schools should be made via EFT or cheque.

Credit terms - Invoices are due on the date there are dated.

Refund Terms

There will be no refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

Where applicable, Unique Schools will use commercially reasonable efforts to have the application approved by the appropriate mobile platform provider. Although there is a high likelihood of approval, we do not and cannot guarantee acceptance. If your application is denied by the appropriate mobile platform provider you may cancel your account. In this instance only there maybe a partial refund if the cause of the denial of service is due to actions or technical service by Unique School App.

Late Payment

Payment is due on the date displayed on the invoice and should be paid promptly. Any invoice outstanding for over 90 days will be sent to our solicitor for collection. A fee of €375 + vat will be applied to accounts which enter this legal collection process. All accounts over 90 days will have interest applied to the outstanding balance at prevailing ECB rate + 3% effective from the invoice due date.

Cancellation and Termination

You are solely responsible for properly cancelling your service. Cancellation requests must be submitted in writing to james@uniqueschools.ie and you must ensure you receive a reply confirming the cancellation. Cancellations by phone or sent to any other email address will not be considered valid. While you can cancel your account within your contracted period and request that Unique Schools remove any App from third party stores, disable all staff access, you will still be liable to any fees applicable to the end of your contracted term. Any/all amounts due to the end of the contractual term are due within 10 days of cancelation of service.

All data which clients require must be requested at time of cessation of service must be specified and requested in an email to james@uniqueschool.ie. Unique Schools will collate and provide all requested data within 30 days of the request and all of your content will automatically be deleted from our servers within 60 days of cancellation. This information cannot be recovered once your account is cancelled.

Unique Schools, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Unique School App service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

Unique Schools reserves the right to refuse service to anyone for any reason at any time.

General Conditions

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

You authorise the Company to use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Services, for any purposes related to the Service.

You understand that Unique Schools uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, or any other Unique Schools service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Unique Schools.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Unique Schools customer, employee, member, or officer will result in immediate services/account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages. You must not transmit any worms or viruses or any code of a destructive nature.

Unique Schools does not warrant that

- (i) the service will meet your specific requirements
- (ii) the service will be uninterrupted, timely, secure, or error-free
- (iii) the results that may be obtained from the use of the service will be accurate or reliable
- (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations
- (v) any errors in the Service will be corrected.

You expressly understand and agree that Unique Schools shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Unique Schools has been advised of the possibility of such damages), resulting from:

- (i) the use or the inability to use the service
- (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service
- (iii) unauthorized access to or alteration of your transmissions or data
- (iv) statements or conduct of any third party on the service
- (v) or any other matter relating to the service.

The failure of Unique Schools to exercise or enforce any right or provision of the Terms of Service & Business shall not constitute a waiver of such right or provision. These Terms of Service & Business together with signed orders, upgrade confirmations and other relevant business documents (e.g. DPA agreements) constitutes the entire agreement between you and Unique Schools and govern your use of the Service, superseding any prior agreements between you and Unique Schools (including, but not limited to, any prior versions of the Terms of Service & Business).

In no event shall Unique Schools liability to you exceed the amount actually paid to Unique Schools by you during the preceding 12 months.

Account User Terms – App users

- You must be 13 years or older to use this Service.
- You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup and registration process.
- You are responsible for maintaining the security of your account and password. Unique Schools cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account).

- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Contact Us

Questions about the Terms of Service should be sent to james@uniqueschools.ie