

Adapt Freelancer Limited

Terms and Conditions for using Adapt Unlimited

1. Terms

These Terms and Conditions outline the rules and regulations for Adapt Unlimited; The Adapt Authoring Tool hosting service operated by Adapt Freelancer Limited whose registered office is based at 1 Cedar Park Office, Wimbourne, BH21 7SB, United Kingdom.

The following terminology applies to these Terms and Conditions:

"Client", "You" and "Your" refers to you, the person, acting on behalf of a company or organisation, who wishes to access the Adapt Unlimited service and accepts the Company's Terms and Conditions.

"The Company", "Ourselves", "We", "Our" and "Us", refers to our Company, Adapt Freelancer Limited.

"Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

"Service" refers to the Adapt Unlimited service.

"Customer" refers to a paying user of the Service.

If you do not agree with our Terms of Service or Privacy Policy, you are prohibited from using or accessing this service.

2. Notice

1. Notice can be delivered to us by emailing support@adaptunlimited.net.

3. The service

1. As part of the service we will provide you with access to your own private Adapt Authoring Tool service.
2. The Adapt Authoring Tool is open-source software. The Client is not paying for a software license but for the installation and maintenance of this software on a server for them to use, as well as any additional services that we provide.
3. The Adapt Authoring Tool and Adapt Framework are licensed under the GPL3 license. Details of which can be found [here](#).

4. Our service is hosted on the Google Cloud Platform. We will manage and maintain the service for you and to the best of our ability to ensure maximum access to the service.
5. If there are any technical issues related to hosting please email support@adaptunlimited.net. We will attempt to resolve them as quickly as possible.

4. Your data

1. We claim no ownership of any content you create using our service.
2. We ask that you use our software in a legal manner and not infringe on the intellectual property of others.
3. We will create an account on your service to provide technical support as well as to provide additional services (the “maintainer account”). We will never access any of your content without your written permission.
4. If you do not wish us to have access to your service you can, with seven days notice to us, delete this maintainer account. You will then assume all responsibility for maintaining your service and you will still continue to pay the full service fee.
5. We will not disclose that you use our service unless we have written consent from you that this is permitted.

5. Accessing the service

1. When we create your service we will create an initial account for the person who filled in the application form and make them a Super Administrator. We will provide a temporary password that you are responsible for changing on first log in.
2. You are free to create up to 20 additional accounts for members of your team, including but not limited to, employees, contractors and freelancers. For over 20 accounts an enterprise plan will be required.
3. You are responsible for managing accounts of your team.

6. Free trial

1. A company or organisation can apply once for a 14 day free trial for the service.
2. Upon acceptance by us, your free trial starts when you are emailed with the access details.
3. The free trial will take place on a trial server which is shared with other users. You will not have access to account management or plugin management features.
4. During the free trial, you are bound by these Terms and Conditions.
5. Once the 14 day period expires, unless you have become a customer, we will suspend your access to the service.
6. If you become a customer then you will enter a subscription cycle, as described in clause 6.
7. We reserve the right to reject applications for a free trial at our own discretion.

7. Subscription cycle

1. You become a customer by payment in advance for either monthly (30 days) or annual (365 days) access to the service.
2. Once payment, as described in clause 7, has been confirmed access to the service will be granted.
3. A subscription cycle cannot be cancelled or refunded once it has begun.
4. Upon the expiration of a subscription cycle, we will assume you wish to continue with the service unless you provide us with notice seven days before the start of your new subscription cycle.
 - a. If you paid by card you will automatically be billed again.
 - b. If you paid by invoice, we will remind you that your service is due for renewal.
5. You must ensure payment is sent before the expiration of your current subscription cycle to ensure continued access to the service.
6. If payment is not received and your subscription cycle has expired, we will suspend your access to the service. We will retain your data for up to 30 days so service can be restored.
7. If you do not restore your subscription cycle your data will be deleted after 30 days.

8. Payment

1. Monthly customers must pay through the billing of their credit card. Annual customers can pay through their credit card or by payment of invoice, due on receipt.
2. We reserve the right to charge an additional administration fee of up to 5% on any subscription where we have to process organisation specific procurement forms and/or organisation specific payment requirements, such as extended invoice terms (net 30+).
3. We reserve the right to charge a late payment fee of 8% plus the Bank Of England base rate per year.

9. Termination

1. We reserve the right to suspend or terminate your service or free trial, without refund, if we find that you have violated our Terms of Service.

10. Version updates

1. We will try to keep your service up-to-date with the latest version of Adapt.
2. We will contact you before an update is attempted to inform you of our intentions and give recommendations regarding plugins.

11. Database backups

1. We will perform a backup to your service either daily or weekly, according to your plan.
2. Backups are retained for 7 days and then are deleted.

3. If you wish to restore a backup you must give notice of which day to recover and we will attempt to do this.
4. We reserve the right to charge an administration fee for excessive backup retrievals.

12. Database export

1. If you are looking to leave our service you can request a database export of the content created using the service. This must be asked for within 30 days of the expiration of your service.
2. Accounts that have been terminated may be charged an administration fee for the database export.

13. Support

1. We provide support to the teams that are using the service.
2. The methods that the support will be delivered are, including but not limited to: email, video call software, support desk software and phone calls.
3. The Standard tier comes with technical only support, which will cover only issues related to the delivery of the service, for example - server outages.
4. The Pro tier comes with additional support, which includes content authoring considerations, best practices and plugin recommendations.
5. We will endeavour to respond to your request within 24 hours.
6. The support is offered in an “unlimited” capacity. However, if this is used too frequently, we may recommend that you upgrade to a higher level of support.

14. Custom development credit

1. We offer further customisation to Adapt through custom Adapt plugins as an additional service.
2. As part of your tier, you have access to a custom development credit, which can be used towards the purchase of these services.
3. The standard tier has access to a \$80/£60 credit per year of service.
4. The Plus tier has access to a \$400/£300 credit per year of service.
5. If you are an annual customer, you will have immediate access to this credit. If you are a monthly customer, you will have access after you have completed a full year.
6. To use this credit, please contact us requesting the service that you require. We will provide a quote for this service.
7. If the credit amount exceeds the quote your remaining credit can be kept for future purchases.
8. If the credit amount is less than the quote, you will be invoiced for the remaining amount.
9. Credit can be carried across from year to year.
10. Accounts that have been terminated may be charged an administration fee for the database export.

15. Enterprise

1. Adapt Unlimited Enterprise is designed for teams with bespoke requirements for their Adapt Unlimited subscription or have more than 20 authoring accounts. These supersede the offerings in clauses 11 and 12.
2. If you are interested in Adapt Unlimited Enterprise contact us to arrange a quote for your requirements.
3. Non-Enterprise accounts will be periodically checked to ensure they have 20 or less accounts.
4. If a non-Enterprise service is found to have more than twenty accounts their service will be suspended.

16. Newsletter

1. Upon signing up for our service you will be enrolled to the newsletter of Adapt Tips, which provides tips, tricks and guides on how to best use Adapt. Adapt Tips is a joint venture between Adapt Freelancer Limited and Clear Learning LLC.
2. You can unsubscribe from this newsletter at any time by clicking the unsubscribe button at the bottom of any email.
3. By subscribing to the Adapt Tips newsletter you are consenting to its Privacy Policy, which can be found [here](#).

17. Limitations

1. In no event shall we be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the service.

18. Modifications

1. We may revise these Terms and Conditions at any time. We will give you 30 days' notice. By using the service, you are agreeing to be bound by the then current version of these Terms and Conditions.
2. The current version of our terms is on the website.

19. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of United Kingdom and you irrevocably submit to the exclusive jurisdiction of the courts in the UK.