

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.

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.

1. Notice

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

2. The service

1. As part of the service we will provide you with access to your own private virtual server with the Adapt Authoring Tool installed upon it.
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.

3. 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.

4. 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.

5. 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. During the free trial, you are bound by these Terms and Conditions.
4. Once the 14 day period expires, unless you have become a customer, we will suspend your access to the service. We will retain your data for a maximum of 30 days so that your access to the service can be restored.
5. If you do not become a customer within 30 days or give us notice that you are not interested in becoming a customer, then your data will be deleted.
6. If you become a customer then you will enter a subscription cycle, as described in clause 6 and your access to the service, as well as your existing data (provided you join within 30 days) created during the free trial will be restored to your service.
7. We reserve the right to reject applications for a free trial at our own discretion.

6. 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. 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.
3. Once payment has been confirmed access to the service will be granted.
4. A subscription cycle cannot be cancelled or refunded once it has begun.
5. 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.
6. You must ensure payment is sent before the expiration of your current subscription cycle to ensure continued access to the service.
7. 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.
8. If you do not restore your subscription cycle your data will be deleted after 30 days.

7. 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.

8. Version updates

1. Approximately twice a year, we will update your service to the latest version of Adapt.
2. We will decide when to upgrade based upon a number of factors including time since the last time we updated our customers and the features that the newest version will bring.
3. Version updates require us to turn the server off. This outage should only last a couple of minutes. We will advise you at least 72 hours prior to doing this.
4. We will attempt to schedule updates outside of 09:00 UCT to 17:00 UCT to reduce downtime

9. 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.

10. 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. Database export is only available to customers.
3. Accounts that have been terminated may be charged an administration fee for the database export.

11. Enterprise

1. Adapt Unlimited Enterprise is designed for teams with bespoke requirements for their Adapt Unlimited subscription or have more than 20 authoring accounts.
2. If you are interested in Adapt Unlimited Enterprise contact us to arrange a quote to meet 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.

12. Newsletter

1. Upon signing up for our service you will be enrolled to our Adapt Freelancer and Adapt Unlimited newsletter.
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 our newsletter you are consenting to our Privacy Policy.

13. 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.

13. 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.

14. 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.