



Kloodle Hub

Learner passport and evidence platform

LICENSING

Licence and Subscription Agreement

Version 1.2 · September 2026

**KLOODLE HUB**

Licence and Subscription Agreement

The terms on which your setting uses Kloodle Hub

1. The agreement

These terms, together with the applicable order, quote or invoice (the "Order") and the Kloodle Hub Data Processing Agreement (the "DPA"), form the agreement between Kloodle Ltd, company number 08497166, registered office Fold House, 3 Gregory Fold, Helmsore, Rossendale BB4 4JW, United Kingdom ("Kloodle"), and the customer named in the Order (the "Customer"). The agreement starts on the subscription start date stated in the Order, or if none is stated, the date the Customer's setting is activated on the platform.

2. Licence

Kloodle grants the Customer a non-exclusive, non-transferable licence for the subscription term to allow its authorised staff, learners and, where enabled, employer contacts (together, "Users") to access and use the Kloodle Hub platform at app.kloodlehub.com for the Customer's own educational and organisational purposes. The licence covers the site or sites named in the Order.

3. Term and renewal

The initial subscription term is 12 months from the start date unless the Order says otherwise. The subscription then renews for further 12 month periods at the then-current standard price for the Customer's size band, unless either party gives written notice of non-renewal at least 30 days before the renewal date. Any introductory or first-year price applies to the first term only unless the Order says otherwise.

4. Fees and payment

Fees are as stated in the Order, are invoiced annually in advance, and are payable within 7 days of invoice unless the invoice states different terms. Prices are exclusive of VAT unless stated otherwise. Kloodle may suspend access if undisputed fees remain unpaid 30 days after a written reminder.

5. Customer responsibilities

The Customer is responsible for: (a) the accuracy of the data it and its Users enter on the platform; (b) ensuring Users keep their credentials secure and use the platform appropriately; (c) obtaining any notices or permissions required to upload personal data, including photographs of learners; and (d) its own statutory obligations, including safeguarding. Kloodle Hub supports safeguarding recording and reporting but does not replace the Customer's safeguarding policies, judgement or duties.

6. Acceptable use

The Customer must not, and must ensure Users do not: use the platform for any unlawful purpose; attempt to gain unauthorised access to any part of the platform or another setting's data; resell or sub-license access; or introduce malicious code. Kloodle may suspend an account it reasonably believes is compromised or being misused, and will inform the Customer promptly if it does.



7. Data protection

Each party will comply with data protection law. The Customer is the controller and Kloodle the processor of personal data entered onto the platform, as set out in the DPA, which is incorporated into this agreement. The Customer's data remains the Customer's: Kloodle claims no ownership of it and uses it only to provide the Services.

8. Intellectual property

Kloodle and its licensors own all intellectual property in the platform. The Customer and its Users retain all rights in the content and data they upload, and grant Kloodle a licence to host, process and display it solely to provide the Services. Feedback and suggestions may be used by Kloodle to improve the platform without obligation.

9. Availability and support

Kloodle will provide the platform with reasonable skill and care and will use reasonable endeavours to make it available at all times, except during planned maintenance or circumstances beyond Kloodle's reasonable control. Support is provided by email at andrew@kloodle.com during normal UK business hours, with staff onboarding and training as described in the Order or welcome pack.

10. Confidentiality

Each party will keep the other's confidential information confidential and use it only for the purposes of this agreement, except where disclosure is required by law. This clause survives termination.

11. Liability

Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence, for fraud, or for any liability that cannot be excluded by law. Subject to that, neither party is liable for indirect or consequential loss, and each party's total aggregate liability arising in connection with this agreement is limited to the fees paid by the Customer in the 12 months before the event giving rise to the claim.

12. Termination

Either party may terminate on written notice if the other commits a material breach and fails to remedy it within 30 days of being notified, or becomes insolvent. On termination the Customer's access ends, the Customer may export its data for 30 days, and Customer Personal Data is then deleted in accordance with the DPA. Fees already paid are not refundable except where the Customer terminates for Kloodle's unremedied material breach, in which case Kloodle will refund the proportion of prepaid fees covering the unexpired term.

13. General

Neither party may assign this agreement without the other's consent, not to be unreasonably withheld. This agreement, the Order and the DPA are the entire agreement between the parties in relation to its subject matter. Notices must be in writing to the addresses on the Order (email suffices). This agreement is governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Signatures



Signed for and on behalf of Kloodle Ltd:

Name: Andrew Donnelly Position: Director Signature: _____ Date: _____

Signed for and on behalf of the Customer:

Name: _____ Position: _____ Signature: _____ Date: _____

Where the Customer accepts a Kloodle Hub order, quote or invoice that incorporates this document by reference, this document applies from the subscription start date whether or not it is separately signed.