

**Important legal notice. Please read carefully before submitting an Order Form:-** if you submit an Order Form for any OpenAthens services, you accept that the Order Form and the following terms and conditions create a legally binding contract between your institution, organisation or company and Eduserv. These terms and conditions also govern trials of OpenAthens services. Therefore please read these OpenAthens Contract Terms and Conditions carefully and only submit an Order Form if the terms and conditions are acceptable to your institution, organisation or company.

These OpenAthens Contract Terms and Conditions apply to all OpenAthens services supplied by Eduserv and used by the Customer.

## 1 Definitions

1.1 When starting with a capital letter, the following words and phrases have the meanings shown:

- (a) Agreement the Order Form and these Terms & Conditions together with any documents referred to herein. In the event of conflict an Order Form accepted by Eduserv prevails over these Terms & Conditions.
- (b) Commencement Date the date which is fourteen days after the date when the Customer submits an Order Form. Unless Eduserv rejects the Order Form beforehand, fees for the Products accrue from the Commencement Date irrespective of whether the Products were made available from an earlier date.
- (c) Customer the institution, organisation or company identified on the Order Form, who will use the Products.
- (d) Eduserv For UK Customers “Eduserv” means the company named Eduserv, limited by guarantee, registered in England and Wales, company number 3763109, and a charity (charity number 1079456), whose registered office is 4 Portwall Lane, Bristol, BS1 6NB, UK. For non-UK Customers “Eduserv” means Eduserv Commercial Limited, a private limited company registered in England and Wales, company number 9393460 whose registered office is 4 Portwall Lane, Bristol, BS1 6NB, UK.
- (e) Initial Term the initial term of the Agreement, identified on the Order Form and starting from the Commencement Date. This will usually be either a one year or three year period. As explained further below, prices are fixed and both parties are committed for the duration of the Initial Term.
- (f) Intellectual Property copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, specifications, formulae, processes, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade, product or business names and logos, designs, know-how and trade secrets and all rights in derivative works created or developed by or on behalf of the owner or licensor of such rights; and all other rights having equivalent or similar effect to any of the foregoing in any country or jurisdiction.
- (g) OpenAthens is the brand name and registered trademark for Eduserv’s Identity and Access Management services.
- (h) Order Form an Eduserv order form completed and submitted by or on behalf of the Customer. The party submitting the Order Form must ensure that it shows any special price or payment details agreed with Eduserv.
- (i) Products the Software and/or Services applicable to the Customer.
- (j) Service the authentication, authorisation, administration and support services described in the applicable product description and documentation published on the Website and/or supplied with the Software. The term “Service” includes any necessary OpenAthens software which is both installed and operated remotely by Eduserv. Service also includes any OpenAthens ad hoc consultancy which Eduserv agrees to provide to the Customer for an agreed price.
- (k) Software the machine readable modules and version of the OpenAthens software ordered by the Customer or any versions subsequently deployed by the Customer. The modules and versions are described in the relevant product description and documentation published on the Website and/or supplied with the software.

- (l) Subscriber a party who has the right to access the Customer's on-line resources and also has the right to use Eduserv services to do so.
- (m) Terms & Conditions these OpenAthens Contract Terms and Conditions.
- (n) Website the [www.openathens.org](http://www.openathens.org) website, or such other url as Eduserv may from time to time advise.

1.2 Headings are included for ease of reference only and do not affect the interpretation of any provision.

## **2 Commencement and Duration**

2.1 Eduserv may reject any Order Form for any of the following reasons:

- (a) it has not been fully and accurately completed;
- (b) the intended Customer is not entitled to receive the Products;
- (c) the party submitting the Order Form or the intended Customer has an inadequate credit rating or poor trading history with Eduserv;
- (d) monies due prior to the Products being made available have not been received by Eduserv;
- (e) the Customer requires purchase orders to be issued in order for payments to be made but the Order Form is not accompanied by the Customer's purchase order,
- (f) on any other reasonable and similar grounds.

2.2 Eduserv will be deemed to have accepted the Order Form if:

- (a) it has made the Products available to the Customer and has issued a corresponding invoice; or
- (b) it has not rejected an Order Form by the Commencement Date.

2.3 Except where clause 2.1 applies, Eduserv will make the Products available to the Customer by the Commencement Date.

2.4 The Customer may terminate the Agreement at the end of the Initial Term by giving Eduserv not less than ninety days prior written notice.

2.5 If notice has not been given by the Customer under clause 2.4, the Agreement will continue for successive one year periods. The Customer may terminate the Agreement at the end of any successive one year period by giving Eduserv not less than ninety days prior written notice.

2.6 The Customer may request a trial of the Products by submitting an Order Form for the required Products which will come into effect upon completion of the trial. Once Eduserv has received the Order Form it will deliver some initial training before the trial starts. Trials will last for forty-two days but may be terminated by Eduserv at any time. The Customer may cancel the Order Form within ten days of completion of the trial provided it gives Eduserv written reasons for doing so which will include the Customer's assessment of the Products' performance against any success criteria that had been agreed with Eduserv.

## **3 Eduserv Obligations and Warranties**

3.1 For the duration of the Agreement and subject to its terms and conditions, Eduserv:

- (a) grants the Customer a non-exclusive, non-transferable licence to load, install and use the Software and the documentation supplied with the Software;
- (b) warrants that it has proper authority to grant the foregoing licence;
- (c) will from time to time make available to the Customer such bug fixes and upgrades of the Software that are made available generally to customers of the Software;
- (d) warrants that the Software will perform in all material respects in accordance with its product description and the documentation supplied with the Software, except that Software supplied for trial purposes is provided "as-is" without warranty and clause 3.1 (i) does not apply. The Customer acknowledges that software, by its nature, is not error-free and agrees that the existence of such errors will not constitute a breach of the Agreement;
- (e) warrants that it has checked the Software for viruses using commercially available virus checking software;
- (f) will perform the Services in accordance with the service descriptions published on the Website with the degree of skill and diligence which would ordinarily be expected from a skilled and experienced provider of similar services under similar circumstances. The Customer agrees that computer and communications systems may not be uninterrupted or fault free and that occasional periods of downtime for repair, maintenance and upgrading may be required. Eduserv will endeavour to minimise

any such periods of non-availability and will give the Customer not less than forty-eight hours notice of each planned shutdown period;

- (g) will use reasonable endeavours to achieve its published service levels and performance indicators. Eduserv will use reasonable endeavours to keep the Customer informed where the targets may be exceeded and to give estimates of the expected resolution time;
- (h) will apply appropriate system security measures to the database of user details;
- (i) will promptly correct any material non-conformity in the above undertakings that is notified to it by the Customer within ninety days from delivery of the Software or performance of the non-conforming Service, provided that the Customer will provide such information and assistance as is reasonably necessary for the non-conformity to be identified and analysed;
- (j) will not sell, rent or trade personal data which is collected as an essential part of the Service. Such personal data will only be used by Eduserv and its service providers in accordance with Eduserv's privacy policy published on the Website;
- (k) Eduserv's obligations in this clause 3 replace all other warranties express or implied in contract, law or tort, including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

#### **4 Customer Obligations**

4.1 In respect of the Products, the Customer will ensure that:

- (a) all use is in accordance with and for the purposes of the Agreement;
- (b) all use is in accordance with the documentation supplied by Eduserv;
- (c) appropriate measures are put in place to prevent unauthorised access to and use of the Products;
- (d) appropriate measures are taken to supervise and control the use of the Products and that all users and administrators have training adequate to their role;
- (e) no person or party responsible to the Customer attempts to by-pass any security measures put in place by Eduserv or put in place by any third party service provider in connection with the Service;
- (f) no administrator or authorised user of the Products attempts to gain unauthorised access to any other Eduserv software, services, systems or websites;
- (g) appropriate action is taken and that Eduserv and any relevant third party service provider are promptly informed, in the event of any abuse of the Products arising under clauses 4.1(c), (d) or (e) or otherwise;
- (h) the Customer's nominated administrators are familiar with and adhere to the OpenAthens Administrator Regulations published on the Website;
- (i) all users and administrators are familiar with and adhere to any guidelines published by Eduserv on the Website or at <https://docs.openathens.net/>;
- (j) all users and administrators are familiar with the Eduserv Privacy Policy published on the Website.

4.2 In respect of the Software, the Customer will:

- (a) not sell, sub-license, lease, rent or loan the Software to any third party;
- (b) not retain copies of the Software except as uninstalled back-ups, or as permitted by law;
- (c) not disassemble, decompile, reverse engineer or otherwise interfere with the Software except as permitted by law;
- (d) not translate, adapt, vary, modify, alter, develop, customise or create any derivative work of the Software or any part thereof;
- (e) copy and use the documentation supplied with the Software solely for the proper use of the Software;
- (f) abide by any terms notified by Eduserv, of any third party licences for software incorporated into or distributed with the Software;
- (g) install bug fixes and upgrades according to such reasonable time-table announced by Eduserv. The Customer accepts that failure to abide by this provision may nullify Eduserv warranties and that Eduserv may withhold any part of the Service until the Customer installs such bug fixes or upgrades;
- (h) not remove any copyright notices or trademarks from the Software or the documentation supplied with it and shall reproduce the same on all copies;
- (i) comply with Eduserv's requirements concerning any diagnostic or statistics gathering facilities incorporated in or supplied with the Software;
- (j) keep all copies of the Software secure and maintain accurate records of the number and location of all copies;

(k) remove the Software from any hardware onto which it has been loaded prior to decommissioning or disposing of the same.

4.3 In respect of Products supplied for trial purposes, in addition to any other provision of the Agreement the Customer will:

(a) use such Products solely for the purpose of evaluation and not for any administrative, management, operational or commercial purpose;

(b) raise all support calls and queries by email or through Eduserv's web interface and not by telephone.

## **5 Prices and Payment**

5.1 Prices for the Products are not subject to change during the Initial Term and thereafter on each anniversary of the Commencement Date, may be adjusted at Eduserv's discretion by the annual movement in the latest available All Items Retail Prices Index excluding Mortgage Interest Payments published by the UK Office for National Statistics (RPIX).

5.2 As an alternative to the adjustment described in clause 5.1, the prices for Products may be adjusted after the Initial Term with effect from any anniversary of the Commencement Date, by any general change to Eduserv's prices applicable to all customers or all customers of particular Eduserv software or services. In such case Eduserv shall give the Customer at least ninety days written notice of the price change. If the Customer does not accept the new price it may terminate the Agreement in accordance with clause 6.5.

5.3 In addition to clauses 5.1 and 5.2, all prices which were established by reference to a number of users, Subscribers, servers, registered on-line resources or some other licensing constraint, shall be appropriately adjusted if any such constraint is exceeded. In addition, if the Customer is a UK Higher or Further Education Institution, all prices which were established by reference to the Customer's JISC band or any similar scale, shall be appropriately adjusted where the Customer becomes re-classified to a higher JISC band or scale point.

5.4 Prices exclude UK VAT and any sales or purchase taxes, taxes on property or use, withholding tax, duties, levies or similar in any territory whether relating to the Agreement or the Products; which shall be paid by the Customer at the prevailing rate.

5.5.1 If the Customer is a UK Higher or Further Education Institution, Eduserv may issue its first invoice on the Commencement Date to cover the period from the Commencement Date until the next thirty-first of July that occurs. Thereafter payments are due by the first of August each year. Eduserv will invoice not less than thirty days in advance.

5.5.2 If the Customer is not a UK Higher or Further Education Institution, Eduserv may issue its first invoice on the Commencement Date to cover the first twelve months from the Commencement Date. Thereafter payments are due each year by the anniversary of the Commencement Date. Eduserv will invoice not less than thirty days in advance.

5.6 Where clause 5.3 applies a supplementary invoice will be raised and the provisions of this clause 5 will apply to the revised price derived under clause 5.3.

5.7 Payments are due within thirty days of invoice date. In the event of late payment, Eduserv will be entitled to suspend the Service by giving the Customer not less than ten days prior notice and/or to levy interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **6 Revisions**

6.1 In order to continuously improve its operations, Eduserv may from time to time revise the Service or these Terms & Conditions or any of the documents referenced herein.

6.2 Revisions are intended to clarify or improve customers' rights or benefits rather than reducing them.

6.3 Revisions will be automatically effective ninety days after being published on the Website.

6.4 If any revision would reduce customers' rights or benefits, then Eduserv will notify the Customer as well as publishing the revision on the Website.

6.5 If the Customer cannot accept any revision it may terminate the Agreement by giving Eduserv written notice not less than sixty days prior to the date when the revision would become effective. In such case the Customer will be entitled to a pro-rata rebate of fees already paid for Products that would have been supplied subsequent to the date of termination.

## **7 Liability**

7.1 In any twelve month period, neither party's aggregate liability to the other for direct loss or damage, howsoever arising, shall exceed 110% of the value of Products supplied in the twelve months prior to the event giving rise to the liability.

- 7.2 Neither party shall be liable to the other for any indirect, special or consequential loss or damage, loss of profits, business, revenue or goodwill howsoever arising.
- 7.3 Notwithstanding any of the foregoing, neither party excludes or limits liability for death or personal injury arising from its negligence or for liability resulting from its wilful misconduct or fraud.

## **8 Intellectual Property**

- 8.1 The Customer retains ownership of any Intellectual Property in data and information supplied by the Customer and in any on-line resources of the Customer. Eduserv or its licensors own all Intellectual Property in the Products and the documentation supplied with the Products.

## **9 Intellectual Property Indemnity**

- 9.1 Eduserv will indemnify the Customer from all claims that the Products infringe the Intellectual Property of any third party provided that:
- (a) such indemnity shall not apply to the extent that the infringement arises out of misuse of the Software or any combination, operation or use of the Software with software, systems or equipment not approved by Eduserv;
  - (b) the Customer does not knowingly make or intimate any admission, settlement, opinion or undertaking that may be detrimental to Eduserv's defence;
  - (c) the Customer gives Eduserv prompt written notice of any claim made against the Customer and Eduserv shall have the right to defend and settle such claims at its own discretion;
  - (d) the Customer, at Eduserv's cost, gives such assistance as Eduserv may reasonably require to settle or oppose any such claim;
  - (e) the Customer applies all reasonable endeavours to mitigate Eduserv's exposure under this indemnity;
  - (f) Eduserv shall be entitled to secure the right for the Customer to continue using the Products or to avoid the infringement by modifying the Products or replacing the Products or infringing part with software or service of similar capability.

## **10 Data Protection and Confidential Information**

- 10.1 Eduserv's data protection assumptions and commitments are published in its privacy notice on the [www.openathens.org](http://www.openathens.org) website.

Each party to this Agreement will comply with the General Data Protection Regulation (Regulation (EU) 2016/679)(GDPR) and any legislation or regulation which amends or replaces it.

Under this Agreement Eduserv, Customers and Subscribers receive and use personal data from each other. Therefore each party is a "processor" as defined in GDPR for the personal data it receives from any other party and will

- only use such personal data for the purposes of this Agreement
  - take appropriate measures to ensure the security of the personal data that they process
  - ensure that its personnel who process personal data are subject to a duty of confidence
  - ensure that no third party processes any personal data received from any other party under this Agreement except in accordance with GDPR requirements and solely for the purposes of this Agreement.
  - assist any other party with their rights and obligations as data controllers, including assistance with: obligations in connection with subject access requests and other data subject rights under GDPR; controllers' responsibilities concerning the security of processing, data breaches and data protection impact assessments; and reporting, inspection and audit requirements.
  - immediately notify any other affected party if
    - (i) they believe any instructions or requirements of the other party would infringe GDPR
    - (ii) they believe a GDPR breach has occurred or is likely to occur under this Agreement
    - (iii) they have received any subject access request from the other party's personnel.
  - only retain personal data after the end of this Agreement if there is a statutory requirement to do so or for the period specified in its own published privacy policy, provided such privacy policy complies with GDPR requirements. Each party will also delete personal data upon request of the other party unless there is a statutory requirement to retain it.
- 10.2 Without prejudice to clause 10.1, each party will treat as confidential and not disclose to any third party, all information relating to or received from the other in connection with the Agreement or the Products. This obligation does not extend to any information which was rightfully in the possession of the party prior to the commencement of the negotiations leading to the Agreement; or which is or becomes public knowledge other than as a result of a breach of this clause. The foregoing obligations survive any termination of the Agreement.

10.3 The Customer agrees that Eduserv may include the Customer in its list of customers. Eduserv will secure the Customer's prior written approval for all other publicity and the Customer agrees that this will not be unreasonably withheld or delayed.

## **11 Suspension and Termination**

11.1 Either party may terminate the Agreement by written notice if the other party:

- (a) is in breach of any material term, condition or provision of the Agreement or of any material provision required by law and fails to remedy any such breach within thirty days of written notice; or
- (b) presents a petition or has a petition presented by a creditor for its winding up, or convenes a meeting to pass a resolution for voluntary winding up, or enters into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), or calls a meeting of its creditors, or has a receiver of all or any of its undertakings or assets appointed, or is deemed by any relevant statutory provisions to be unable to pay its debts.

11.2 The Customer may terminate the Agreement in accordance with clauses 2.4, 2.5, 5.2 and 6.5.

11.3 Eduserv may suspend or terminate the Service upon written notice to the Customer in the event of any material breach or persistent lesser breaches of the OpenAthens Contract Terms and Conditions or the OpenAthens Administrator Responsibilities, both of which are published on the Website.

11.4 By giving the Customer not less than twelve months prior written notice Eduserv may:

- (a) terminate the Agreement; or
- (b) withdraw any versions of the Software that have been generally available for at least three years; or
- (c) terminate the Service, or any part of the Service, in respect of versions of the Software that Eduserv will specify.

11.5 All rights and obligations of the parties under the Agreement cease upon termination except for such rights of action that have accrued prior to termination and any rights or obligations under the Agreement or at law, which expressly or by implication come into or continue in force upon termination.

11.6 Within seven days of termination of the Agreement, the Customer will de-install and destroy all copies of the Software and the documentation supplied with it and shall not attempt to access the Service. Following termination, Eduserv will remove personal data provided by the Customer in accordance with the privacy policy published on the Website.

## **12 Assignment**

12.1 Neither party may assign or transfer all or part of the Agreement, nor subcontract any of its rights or obligations nor appoint any agent to perform such obligations without the other's prior written agreement. This provision does not apply to work Eduserv subcontracts in the normal course of its business nor to the transfer by Eduserv of all of its rights and obligations to a wholly owned subsidiary.

## **13 Waiver**

13.1 Failure by either party to enforce any of the provisions of the Agreement shall not represent a waiver of such rights and shall not affect the validity of the Agreement nor affect that party's rights to take subsequent action.

## **14 Amendments**

14.1 The Agreement may only be amended as set out in clause 6 or by the written agreement of the parties; such written agreement shall state that it is intended to be an amendment to the Agreement.

## **15 Severability**

15.1 If any competent authority finds any part of the Agreement to be invalid, unlawful or unenforceable, the Agreement will be deemed to be amended to the extent required but so as to allow the rest of the Agreement to remain valid and unaffected to the fullest possible extent.

## **16 Notices**

16.1 Any notice or written agreement may be given as follows:-

- (a) by delivery recorded mail or courier to the authorised representative of the other at any address shown on the Order Form, or to any other address as one party has notified the other of, and will be valid on the date of recorded receipt, or
- (b) by fax to the authorised representative of the other party to any fax number shown on the Order Form, or to any other fax number as one party has notified the other of, and will be valid at the time shown on a successful transmission report, or
- (c) by email to the email address of the other party's authorised representative and will be valid at the time of sending but will not be deemed served if the email system has generated an unsuccessful transmission or delivery report.

## **17 Force Majeure**

- 17.1 Except for the obligation to make payments properly due, neither party will be liable for any delay or failure to perform obligations caused by circumstances beyond its reasonable control provided that the affected party promptly gives the other written notice of such delay or failure and circumstances and that the affected party uses reasonable endeavours to mitigate the delay or failure.

## **18 Legal Construction of the Agreement**

- 18.1 No term of the Agreement is enforceable by any person who is not a party to it whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.2 The parties agree to use the English language for all matters relating to the Agreement.
- 18.3 The Agreement is governed by English law and subject to the exclusive jurisdiction of the English courts. The United Nations' Convention on Contracts for the International Sale of Goods does not apply to the Agreement.
- 18.4 The Agreement is effective from the Commencement Date and represents the entire agreement and understanding between the parties in respect of the Products. Eduserv is not a party to agreements for the provision of on-line resources by third parties to Subscribers.
- 18.5 Any terms and conditions relating to purchase orders issued by the Customer in connection with the Products will have no effect and it is understood that Eduserv will accept these purchase orders subject to the terms and conditions of the Agreement only.
- 18.6 To confirm their agreement with all the foregoing, the Customer has authorised the Order Form to be issued to Eduserv.

## **Supplementary Terms and Conditions for Customers Providing Access to On-line Resources**

In addition to the foregoing clauses 1 to 18, the following supplementary terms and conditions apply where the Customer uses the Products in order to allow authorised and/or authenticated access to its on-line resources. In case of any inconsistency, these supplementary terms and conditions prevail over clauses 1 to 18.

### **A1 Additional undertakings by Customers providing access to on-line resources**

Customers providing access to on-line resources additionally undertake the following:

- (a) the pages presented to users for the purpose of logging on to the on-line resource, or the link to the Website from the Customer's website, intranet or extranet for such purpose, contain the name of the Products and the Eduserv logo in such place and in such size and form as Eduserv may from time to time reasonably require;
- (b) to comply with the Software implementation guides published on the Website, including the requirement to complete acceptance testing before using the Products to make on-line resources available to Subscribers;
- (c) to access the Service only using the tools and facilities made available by Eduserv;
- (d) to comply with all statutes, byelaws, regulations and requirements of any government or other competent authority relating to the on-line resources and to maintain all necessary licences and consents required in relation thereto;
- (e) to ensure that on-line resources do not contain matter which is unlawful, false, misleading, offensive, pornographic, obscene, derogatory, discriminatory, racist, inflammatory, defamatory, malicious, threatening or causing nuisance or anxiety; or in breach of confidence or in breach of any Intellectual Property; or likely to expose Eduserv to claims, liability, prosecution or disrepute; or actionable by any third party. Notwithstanding clause 7 above, the Customer will indemnify Eduserv against any costs, claims, damages and losses suffered by Eduserv as a result of any breach of this provision;
- (f) to only use the Athens database: (i) to confirm the entitlement of individuals seeking to access the Customer's on-line resource, or (ii) for any other purpose explicitly permitted by the organisation that supplied the database information.
- (g) not to knowingly do anything which may adversely affect Eduserv's reputation;
- (h) to register with Eduserv each on-line resource which the Customer proposes to use in connection with the Products by completing and returning to Eduserv the registration form published on the Website and not to use the Software in connection with any such on-line resource until Eduserv has confirmed completion of registration formalities;
- (i) to give Eduserv adequate prior notice of any planned alteration to any registered on-line resource if such alteration may impact on Subscribers;
- (j) to supply such documentation and information as Eduserv reasonably requests including, without limitation, details relating to on-line resources and Subscribers to enable Eduserv to fulfil its own obligations to Subscribers;
- (k) to provide Eduserv with reasonable access to on-line resources and assistance from the Customer's staff in connection with the Service or in connection with services Eduserv is obliged to provide to Subscribers or to carry out testing or in order to provide support to users or Subscribers;
- (l) to allow Eduserv's representatives access to the Customer's premises and computer systems to verify compliance with the Agreement upon reasonable notice and during normal business hours.

### **A2 Additional undertakings by Eduserv to Customers providing access to on-line resources**

If the Customer provides access to on-line resources, Eduserv additionally undertakes the following:

- (a) to ensure that the relevant modules of the Software meet the access management specifications, technologies or standards that Eduserv shall from time to time publish at <https://docs.openathens.net/>. Eduserv cannot make any commitment that the foregoing versions, specifications and standards will meet the requirements of the Customer;
- (b) to provide the Customer with an administration account for the duration of the Agreement to be used for the purposes only of: (i) carrying out tests in relation to the Software, (ii) providing potential Subscribers with trial accounts not exceeding forty-two days duration and (iii) logging service calls on the support interface;
- (c) to provide support during normal business hours in the UK for problems with the Products or service offered to Subscribers, which prevent or hinder access to any on-line resource other than where such



problem results from the Customer's default. Any agreed arrangements for additional coverage and any attendant charges must be set out on the Order Form;

- (d) to publish on the Website, best practice guidelines on passwords and access control for all customers. In addition, although it does not control and therefore cannot accept responsibility where breaches may have occurred, Eduserv will investigate instances where it becomes aware that such guidelines appear to have been breached or where unauthorised access to the Customer's on-line resources appears to have occurred.