

# SaferSpace

## Terms of Use



**[safer.space.io](https://safer.space)**

# 1. Introduction

- 1.1 **Welcome to SaferSpace.** These Terms of Use (“**Terms**”) govern your use of the SaferSpace mobile application (the “**App**”).
- 1.2 The App is provided by **SaferSpace IO Ltd** (registration number: 15002207) registered in England and Wales, with registered address at Old Rectory, South Kilvington, Thirsk, North Yorkshire, YO7 2NL (“**SaferSpace**”). SaferSpace is an affiliate of **EducationScape Ltd**.
- 1.3 Throughout these Terms, the words “**we**,” “**us**,” “**our**,” and “**SaferSpace**” refer collectively to SaferSpace IO Ltd and its authorized operators (including EducationScape Ltd). The words “**you**,” “**your**,” and “**user**” refer to you, the individual accessing or using the App.

# 2. Acceptance of Terms

- 2.1 By downloading, installing, accessing, or using the App, you confirm that you have read, understood, and agree to be bound by these Terms (including our [Privacy Notice](#)).
- 2.2 Please read these Terms carefully and make sure you understand them. If you do not understand the Terms, or do not accept any part of them, please do not use the App.
- 2.3 You confirm that you are at least 18 years old (or of the age of majority in your jurisdiction) and legally capable of entering into these Terms. If you are under 13 to 17 or otherwise do not have legal capacity, you may only use the App under the supervision of a parent or legal guardian who agrees to review these Terms and be bound by them on your behalf. The app is only available for people aged 13 and over.

# 3. User Eligibility and Scope

- 3.1 **Licensed Organisations.** The App is made available to organisations (such as universities, colleges, workplaces, or other institutions) that purchase or otherwise acquire a valid license or subscription for the App (the “**Licensed Organisation**”).
- 3.2 **Eligible Users.** To use the App, you must be an employee, student, or member of a Licensed Organisation. You may be required to authenticate your relationship with your Licensed Organisation (e.g. through an email domain or unique access code) before you can use the App (See also Section 5 below).
- 3.3 **No Individual Purchase.** Individuals who are not affiliated with a Licensed Organisation are not entitled to use the App. If your affiliation with a Licensed Organisation ends (for whatever reason), your right to use the App will terminate as soon as your affiliation ends.

- 3.4 **Additional Terms and Conditions.** Your access to the App may also be governed by policies and/or terms and conditions issued by your Licensed Organisation. You should review any such policies and/or terms and conditions very carefully before you use the App. We have no control over, and have no responsibility for, any of the Licensed Organisation's policies, terms and conditions or other content.

## 4. The SaferSpace

- 4.1 **Purpose.** The App is designed [solely] to enable users to report workplace or campus misconduct (including sexual harassment, discrimination, bullying, and other harmful behaviours) either **anonymously** or **openly**, and to upload supporting evidence such as videos, images, or other documents (collectively, **“User Content”**).
- 4.2 **Reporting.** Any User Content you upload to the App will be [immediately] available to your Licensed Organisation for review, investigation or action. Your Licensed Organisation may share any User Content with its HR personnel or other authorized recipients (as determined by your Licensed Organisation). **You are solely responsible for all User Content you upload to the App** (see also Section 6.2 below).
- 4.3 **Platform Only.** SaferSpace is a **reporting and information-sharing platform only**. We do not actively review any User Content, nor are we responsible for conducting investigations or imposing disciplinary measures. The Licensed Organisations are solely responsible for considering User Content, conducting investigations and/or imposing measures.
5. **No Guaranteed Outcome. We cannot and do not guarantee any specific outcome following any reports of workplace or campus misconduct made via the App. User Accounts**
- 5.1 **Account Registration.** You will be required to register an account to access certain features of the App. When creating your account, you must provide accurate information and keep this up to date (including your full name and email address). Your login credentials (including any username and password) are for your personal use only and you are responsible for keeping your login credentials confidential and for all activities that occur under your account.
- 5.2 **Anonymous Reports.** The App will allow you to file anonymous reports without revealing identifying details. While we will take steps to maintain anonymity where enabled, complete anonymity depends on multiple factors, including your own actions and any data you choose to include in your report. We cannot guarantee anonymity if you inadvertently provide details within your User Content (including any reports or supporting evidence) which enable your Licensed Organisation to identify you or other individuals, or if your Licensed Organisation obtains data or uses forensic methods outside our control.

- 5.3 **Security.** You agree to immediately notify us at [support@saferspace.io](mailto:support@saferspace.io) if you suspect or become aware of any unauthorised access to your account or misuse of your credentials.

## 6. User Responsibilities

- 6.1 **Lawful Use.** You agree at all times to use the App in compliance with these Terms, all applicable laws, and to respect the rights of others. You must not use the App for any fraudulent or unlawful purpose.
- 6.2 **Accuracy of User Content.** You are solely responsible for the User Content (including any reports and supporting evidence), as well as the accuracy and truthfulness of any allegations you make. You must not upload any User Content which you think is inaccurate, untruthful or misleading. Knowingly submitting false or misleading information on the App may result in termination of your account and/or potential legal liabilities (which may include a police investigation).
- 6.3 **If someone else owns the device you are using.** If you download the App onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.
- 6.4 **Back-up content and data used with the app.** We recommend that you back up any content and data used in connection with the App.

## 7. User Content and Licensing

- 7.1 **Ownership.** You retain any copyright or other proprietary rights that you may hold in the User Content you upload.
- 7.2 **Removal of Content.** The Licensed Organisation may instruct us to remove or disable access to any User Content without notice to you if the Licensed Organisation reasonably believes such User Content: (i) violated these Terms or the rights of others; (ii) may put (or is likely to put) us (or our affiliates), the Licensed Organisation and/or its affiliates in breach (or potential breach) of applicable laws or regulations.

## 8. Ownership

- 8.1 We (or our licensors or affiliates) own all rights, including all intellectual property rights, in and to the App. You have no rights (including intellectual property rights) in, or to, the App, other than the right to use the App in accordance with these Terms.

## 9. Privacy and Data Protection

- 9.1 **Privacy Policy.** We explain in our Privacy Policy, [located here](#), how we process your personal data when you use the App. By using the App you consent to our processing of your personal data as set out in our Privacy Policy.
- 9.2 **Personal Data in User Content.** If you include any personal data (either relating to you or relating to other individual(s)) in any User Content, your Licensed Organisation's privacy policy will govern how this personal data will be processed. We do not determine how such personal data will be processed.

## 10. Prohibited Conduct

10.1 You agree not to:

- Use the App for any unlawful or, unauthorised purpose, or in any manner inconsistent with these Terms, including (without limitation) making deliberately false or misleading statements or impressions in any User Content;
- Post or transmit any User Content that you do not have the legal right to upload;
- Upload or transmit User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- Infringe our intellectual property rights or those of any third party in relation to your use of the App;
- Access any content on the App through any technology or means other than those provided or authorised by us;
- Circumvent, disable, de-compile, reverse engineer, create derivative works, overburden, impair, compromise or otherwise interfere with security-related features of the App;
- Copy, translate, merge, adapt, vary, alter or modify, the whole or any part of the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up;
- Introduce any viruses, worms, or other harmful material into the App;
- Collect or harvest any information or data from the App, our systems or attempt to decipher any transmissions to or from the servers running the App; or
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

## 11. Disclaimers

- 11.1 **No Legal Advice.** We do not offer legal advice or act as a lawyer, law firm, or legal representative.

- 11.2 **No Guarantee of Accuracy.** We are not responsible for verifying the accuracy or validity of User Content.

## 12. Limitation of Liability

- 12.1 **Exclusion of Liability.** Subject to Section 12.2 below, we, our affiliates and providers will not be responsible for any loss or damage you may experience in connection with your use of the App which is:

- caused by an event beyond our reasonable control or which we could not have reasonably foreseen;
- the result of any User Content (as defined in Section 4.1) or for the defamatory, offensive or illegal conduct of any user; or
- actions or omissions of any Licensed Organisation or its investigators; or
- not directly caused by us.

- 12.2 **Exceptions.** Nothing in these Terms shall exclude or limit liability where it is unlawful to do so, such as for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded or limited under applicable law.

## 13. Termination or suspension

- 13.1 **Termination or suspension by You.** You may stop using the App at any time. If you wish to close your account, you may do so by following the instructions in the 'account settings' section. We will delete your account information generally, but shall retain certain information such as your username, (which we retain to help avoid re-use) and any User Content for a period of time for backup purposes or to comply with applicable law or contractual obligations.

- 13.2 **Termination or suspension by Us.** We reserve the right, at our sole discretion, to suspend or terminate your account or access to the App at any time, with or without notice, if we believe you have violated these Terms or engaged in conduct that is harmful to our interests or to other users. If you believe that your account may have been terminated or suspended in error, please contact us at [support@saferspace.io](mailto:support@saferspace.io).

- 13.3 **Termination by Licensed Organisation.** Your Licensed Organisation may also request to terminate or suspend your access to the App if your affiliation ends or if your Licensed Organisation's license terminates.

- 13.4 **Effect of Termination.** Upon termination, your right to use the App will immediately cease. You must stop all activities authorised by these Terms, including your use of the App. Certain provisions of these Terms will survive termination (e.g., Sections on Ownership (Section 8) Disclaimers (Section 11), Limitation of Liability (Section 12), Governing Law (Section 17) and Miscellaneous (Section 18)).

## 14. Changes to These Terms

- 14.1 **Updates.** We may update these Terms from time to time. If we make material changes to these Terms, we will notify you by posting a notice in the App or by other reasonable means.
- 14.2 **Acceptance of Changes.** Your continued use of the App after the effective date of any changes constitutes your acceptance of the updated Terms. If you do not accept the changes to these Terms, please stop using the App immediately.

## 15. Updates to the App

- 15.1 From time to time, we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

## 16. Governing Law and Dispute Resolution

- 16.1 If you live in the United Kingdom, these Terms and your relationship with us under these Terms, will be governed by the laws of your country of residence, and legal proceedings may be brought in your local courts.

## 17. Miscellaneous

- 17.1 **Entire Agreement.** These Terms make up the entire agreement between you and SaferSpace regarding your use of the App and supersede any prior agreements between you and us.
- 17.2 **Severability.** If any provision of these Terms is found to be invalid or unenforceable, that provision will not affect the validity and enforceability of any other provisions, which shall remain in full force and effect.
- 17.3 **No Waiver.** A failure by you or us to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. If you do not comply with these Terms and we do not take action immediately, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).
- 17.4 **Assignment.** You may not assign, sublicense or transfer your rights or obligations under these Terms without our prior express written consent. We may assign or transfer our rights and obligations under these Terms to another organisation at any time at our sole discretion. We will use reasonable endeavours to inform you if this happens and in a way that the transfer will not materially affect your rights under these Terms.

- 17.5 **No partnership.** Our agreement under these Terms does not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us or any of our affiliates.
- 17.6 **No rights for third parties.** Nothing in these Terms, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the parties to these Terms, and the respective successors or permitted assigns of such parties, any rights, remedies, obligations or liabilities.

## 18. How to contact us

If you have any questions about these Terms, please contact us at [support@saferspace.io](mailto:support@saferspace.io).

**Last Updated:** 14 April 2025



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