

TERMS AND CONDITIONS FOR NETA BETA TESTING

By accessing or using the NETA (Nature Education Tracking Application) beta version, you agree to be bound by these Terms and Conditions ("Terms") with the **Forest School Association** ("FSA", "We", "Us", or "Our"), a Limited Company and Registered Charity, registered in England and Wales under Registered Charity Number: 1155616 and Company Number: 8164851, with its registered office at Unit A, 82 James Carter Road, Mildenhall, IP28 7DE from that date forward. If you do not agree to these Terms, you **must not** access or use the NETA beta version.

These Terms govern your participation in the beta testing of NETA, a prototype mobile application designed to track and support nature-based education activities. By using NETA, you confirm that you are at least 18 years old or have the legal capacity to enter into this agreement.

1. Purpose and Scope

1.1 These Terms apply to your use of the NETA beta version ("Beta App") during the beta testing phase ("Beta Test"). The Beta Test is intended to allow selected users ("Testers" or "You") to evaluate the Beta App's functionality, provide feedback, and help improve it before public release.

1.2 Participation in the Beta Test is voluntary and at your own risk. The Beta App is a prototype and may contain bugs, errors, or incomplete features.

2. Acceptance and Eligibility

2.1 By downloading, installing, accessing, or using the Beta App, you electronically accept these Terms and agree to be legally bound by them. This constitutes a binding contract under English law.

2.2 You must be a qualified forest school leader or authorized representative of a forest school organization to participate. We reserve the right to approve or deny participation at our discretion.

2.3 If you are participating on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

2.4 **Age Restriction:** The Beta App is currently only suitable for participants aged 8 years and over. You must ensure that no individuals under 8 years old use or have their data entered into the Beta App.

3. Nature of the Beta Test and Risks

3.1 **Prototype Status:** You acknowledge that the Beta App is a pre-release prototype provided "as is" for testing purposes only. It is not a final product and may not function as intended. Features may change, be added, or removed without notice.

3.2 **At Your Own Risk:** You enter the Beta Test at your own risk. We make no warranties or representations about the Beta App's performance, reliability, security, or fitness for any purpose. You assume all risks associated with using the Beta App, including potential data loss, device damage, or inaccuracies in tracking nature education activities.

3.3 **No Liability for Issues:** We are not responsible for any harm, loss, or damage arising from your use of the Beta App, including but not limited to interruptions, errors, or compatibility issues.

4. User Responsibilities

4.1 Consent Requirements: You are responsible for obtaining all necessary consents from individuals (e.g., participants, parents/guardians, or colleagues) before collecting, entering, or processing any personal data (such as names, contacts, or education records) via the Beta App. This includes ensuring compliance with the UK GDPR and obtaining explicit, informed consent where required (e.g., for sensitive data like children's information). Failure to obtain proper consent may result in legal liability for you.

4.2 Voluntary Participation and Withdrawal of Consent: You must ensure that participation in the Beta Test and any data collection through the Beta App is entirely voluntary. If a participant (or their parent/guardian, where applicable) withdraws consent at any time, you agree to:

(a) Accept and respect their decision to withdraw immediately.

(b) Delete the participant's record, including all associated personal data, from the Beta App at the earliest opportunity.

(c) Not make, retain, or distribute any copies of the participant's data, whether in digital or physical form, after their withdrawal request.

4.3 Data Security: As a forest school leader or user, you are solely responsible for the security and protection of any collected names, contacts, or other personal data. You must implement appropriate safeguards (e.g., secure devices, strong passwords, and encryption where applicable) to prevent unauthorized access, loss, or breach. You agree to notify us immediately of any suspected security incident.

4.4 Feedback and Usage: You agree to use the Beta App only for legitimate beta testing purposes. Provide honest feedback as requested, but do not share confidential information publicly (see our separate Non-Disclosure Agreement for details).

4.5 Prohibited Actions: You must not: (a) modify, reverse engineer, or distribute the Beta App; (b) use it for commercial purposes without our consent; (c) violate any laws or third-party rights; or (d) introduce viruses or harmful code.

5. Data Protection and Privacy
5.1 We will process your personal data in accordance with our Privacy Policy (available at [insert link, e.g., forestschoolassociation.org/privacy-policy]) and the UK GDPR/Data Protection Act 2018.
5.2 As a Tester, if you process personal data on our behalf (e.g., through the Beta App), you agree to act as a data processor and comply with our instructions. This includes:

- Processing data only for the purposes of the Beta Test.
- Implementing technical and organizational measures to secure data (per Article 32 of the UK GDPR).
- Notifying us without undue delay of any personal data breach.
- Assisting us with data subject requests and compliance obligations.
- Not transferring data outside the UK without our prior written consent and appropriate safeguards (e.g., UK International Data Transfer Agreement).

5.3 You indemnify us against any losses arising from your breach of data protection obligations.

6. Intellectual Property

6.1 All rights in the Beta App, including copyrights, trademarks, and patents, remain with the FSA or our licensors.

6.2 We grant you a limited, non-exclusive, revocable license to use the Beta App for the Beta Test only. You grant us a perpetual, royalty-free license to use any feedback or suggestions you provide.

7. Limitations of Liability

7.1 To the fullest extent permitted by law, we exclude all liability for indirect, consequential, or special damages arising from the Beta Test, including loss of data, profits, or goodwill.

7.2 Our total liability is limited to £100 (or the minimum required by law). Nothing in these Terms excludes liability for death, personal injury, fraud, or other non-excludable rights under UK law (e.g., Consumer Rights Act 2015).

8. Termination

8.1 We may terminate your access to the Beta App at any time, with or without notice, for any reason.

8.2 Upon termination, you must cease using the Beta App and delete all copies. Surviving provisions (e.g., data protection, liability) continue.

9. Governing Law and Dispute Resolution

9.1 These Terms are governed by the laws of England and Wales.

9.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. We encourage informal resolution first—contact us at enquiries@forestschoollassociation.org.

10. Miscellaneous

10.1 **Entire Agreement:** These Terms, together with our Non-Disclosure Agreement and Privacy Policy, form the complete agreement and supersede prior understandings.

10.2 **Severability:** If any provision is invalid, the rest remain enforceable.

10.3 **No Waiver:** Our failure to enforce a term does not waive our rights.

10.4 **Amendments:** We may update these Terms with notice (e.g., via email or in-app). Continued use constitutes acceptance.

10.5 **Electronic Acceptance:** Under the Electronic Communications Act 2000, your use of the Beta App serves as electronic acceptance.

Contact Us: For questions or concerns, email enquiries@forestschoollassociation.org.

Last Updated: 21 August 2025