SMS Extender [ElwoodLaw1]

Product Terms

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1 Overview

This document defines our SMS Extender Product for use by schools. It forms part of our agreement with each customer using this Product. The General Terms and other documents that also form part of the agreement, are available on the Legal and Policies section of our website.

2 Definitions

Terms defined in our General Terms have the same meaning in these Product Terms. Also in these Product Terms, unless the context requires otherwise:

- **Authorised User** means a person who is authorised under section 344 of the Education Act 1989 to use NSNs.
- **Consuming Service** means any service (such as our IAM Product) that both of us agree may receive your SMS Data from our SMS Extender System. You may indicate your agreement online, eg by accepting our IAM Product Terms.
- **NSN** means ~~National Student Number~~national student number.
- **SMS** means ~~Student Management System~~student management system.
- **SMS Data** means the data we obtain from your SMS to hold in our SMS Extender System, as specified in our SMS Extender Data Policy.
- **SMS Extender Data Policy** means the SMS Extender Data Policy available on the Legal and Policies section of our website.
- **SMS Extender System** means the system we use to provide this Product.
- **TRN** means Teacher Registration Number.

3 Product Description

3.1 Overview

This Product allows you to securely extract data from your SMS and provide it to Consuming Services. We hold, use and disclose your SMS Data in our SMS Extender System as your processing agent, and not on our own behalf.

3.2 Standard Features

The standard features of this Product are:

- **Secure upload of SMS Data.** We will accept your SMS Data from your SMS into our SMS Extender System as follows:
  - The data will usually be uploaded daily, depending on our agreement with your SMS provider. To be uploaded, the SMS Data must meet the requirements of our SMS Extender Data Policy.
  - Once uploaded, we process your SMS Data (including creating Unique Identifiers as below), perform validation checks, and store the data ~~(other than the NSN)~~ in an encrypted environment~~.~~ (however, as we are not an Authorised User of NSNs, we will not store an NSN unless specifically instructed to do so as a processing agent of an Authorised User). The data is overwritten when the next data upload occurs.
  - We use our best endeavours to ensure the integrity of your SMS Data in our SMS Extender System. However you acknowledge that your SMS Data in our SMS Extender System will only be as accurate as the same data in your SMS. If any amendments to the SMS Data are required for the purposes of any Consuming Service, you are responsible for updating that data in your SMS.
- **Creation of unique identifiers for Consuming Services.** Once a user record has been received

by our SMS Extender System we will (on your behalf) create unique identifiers for the user (each a **Unique Identifier**) using the NSN, TRN, and other SMS Data for the user as follows:

- We will create a single Unique Identifier ~~for each provider of a Consuming Service, rather than for each Consuming Service~~.
- A Unique Identifier is not the user's NSN or TRN, but is generated as follows:
  - Using an algorithm, some SMS Data (e.g. the User's full name, date of birth and NSN or TRN) is used to create a new Unique Identifier.
  - The algorithm will not allow any input to be reverse engineered from the Unique Identifier (e.g. you could not work out a person's date of birth, NSN or other personal information).
- You approve of us using NSNs to create Unique Identifiers on your behalf, and you acknowledge that such use of NSNs is for the purposes of:
  - ensuring education providers and students receive appropriate resourcing; and
  - ensuring that students' educational records are accurately maintained.

- **Provision of SMS Data to Consuming Services.** ~~In no case will we release any NSN from our SMS Extender System. The rest of your~~Your SMS Data in our SMS System and your Unique Identifiers will only be released (on your behalf) to a Consuming Service. However, as we are not an Authorised User of NSNs, we will not release an NSN to a Consuming Service unless specifically requested to do so as a processing agent of an Authorised User.
- **Secure destruction of SMS Data.** We will (on your behalf) hold your SMS Data in our SMS Extender System until the data is:
  - overwritten by a subsequent SMS Data upload; or
  - deleted by us.

  We will delete your SMS Data from our SMS Extender System on your request or if your service is terminated for any reason. Please note that deleted SMS Data will no longer be used by our SMS Extender System, but the data may still exist in our backup files and may be retained in accordance with our file retention practices.

3.3 Product Boundary

The boundary of this Product extends from the point at which your SMS Data enters N4L controlled infrastructure to the point at which your SMS Data is passed from N4L controlled infrastructure to a Consuming Service.

3.4 Ordering

This Product may only be ordered online.

3.5 Pre-Requisites

Pre-requisites to us accepting your order are:

- your use of our Managed Network Product;
- your use of an SMS provider that has agreed to integrate with our SMS Extender System in accordance with clause 4.1 (Our Agreement with your SMS Provider).

3.6 Implementation

If we accept your order, we will send you implementation instructions.

3.7 Term

The term this Product:

- commences on completion of implementation; and
- continues until terminated by us or you, on at least one month's written notice to the other.

This Product may also be terminated in accordance with our General Terms.

3.8 Support

We will provide this Product using reasonable care and skill and use reasonable endeavours to:

- meet any service level targets expressly identified in these Product Terms;
- ensure that, within the service level targets, this Product is secure, accessible, available and fully functioning; and
- keep this Product free of:
  - errors and defects;
  - harmful or inappropriate content; and
  - malware and other harmful things.

If this Product is not performing as expected, support is available 8:00am – 5:00pm on Business Days by emailing or calling our helpdesk (see our website for details). We will take action as reasonably required to fix and prevent the recurrence of any reported fault or disruption which occurs in this Product.

3.9 Charges

This Product is free of charge if you use our Managed Network Product.

4 Additional Terms

4.1 Our Agreement with your SMS Provider

In order to use this Product, we need the co-operation of your SMS provider. We will use all reasonable endeavours to maintain an agreement with your SMS provider that allows us to provide this Product. If our agreement with your SMS provider is terminated for any reason we will:

- no longer be able to provide this Product;
- notify you of its termination and the effect on this Product;
- endeavour to implement an alternative way of obtaining your SMS Data so that your use of this Product can continue, if you want it to.

4.2 Our use of your SMS Data

We hold your SMS Data in our SMS Extender System as your processing agent, and not on our own behalf. We acknowledge that your SMS Data contains sensitive personal information including NSNs. Accordingly, subject to clause 4.3 (Your SMS Data Obligations), we will:

- not do, or omit to do, anything that could cause you to breach your obligations under the Education Act 1989 or Privacy Act 1993 in relation to your SMS Data in our SMS Extender System, and immediately notify you upon becoming aware of any such breach;
- not use your SMS Data in our SMS Extender System other than as authorised by you;
- protect your SMS Data in our SMS Extender System by such security safeguards as are reasonable in the circumstances against loss, unauthorised access, use, modification or disclosure, or other misuse (and, to the extent permitted by law, we will provide you with a written description of those safeguards within 5 Business Days of your request); and
- to the extent permitted by law, fully co-operate with you in relation to any Privacy Act complaint or request made in respect of your SMS Data in our SMS Extender System, including:
  - promptly notifying you, and providing you with full details, of the complaint or request; and
  - transferring to you all privacy requests made to us in relation to the data.

This clause survives the term of this Product.

4.3 Your SMS Data Obligations

You must ensure that the provision of your SMS Data to our SMS Extender System and our use of your SMS Data in accordance with these Product Terms does not infringe any law, including the Education Act 1989 and Privacy Act 1993, or the rights of any third party. If we are subject to any third party claim, suit, action or proceeding alleging such infringement (each a **Claim**):

- we will:
  - promptly notify you of the Claim;
  - promptly stop using the SMS Data in our SMS Extender System, if instructed to do so by you or we wish to do so; and
  - consult with you on our defense and settlement of the Claim; and
- you will:
  - provide us with the information and assistance necessary to defend or settle the Claim; and
  - pay all liability, losses, damages, costs or expenses incurred by us in connection with the Claim (we will use all reasonable endeavours to mitigate such amounts).

This clause survives the term of this Product.