

Terms and Conditions of access to the Learnalot Portal

1. Definitions

In these terms and conditions the following words have the following meanings:

- 'Learnalot, we, us, our'; is Learnalot Ltd.
- 'you, your'; the person, school, firm or company who subscribes to the Service.
- 'Fee'; the subscription fee payable by you to us for accessing the Service.
- 'Service'; the online Learnalot software, provided by us through the Portal to which you subscribe, details of which are as provided by us.
- 'Portal' the website and software operated by Learnalot.

2. General

- 2.1. These terms and conditions are the only conditions under which we are willing to provide the Service to you. These conditions can only be modified as set out in these conditions or by a variation in writing signed by a director of Learnalot.
- 2.2. We reserve the right to vary or amend these terms and conditions at any time. We will give you notice of any such variation.
- 2.3. These terms and conditions (including any documents referred to within them) contain all the terms on which we provide the Service to you. They supersede any prior promises, representations (except fraudulent misrepresentations), undertakings or implications made.
- 2.4. Where you are a private consumer, nothing in these terms and conditions shall detract from your statutory rights.
- 2.5. These terms and conditions do not create any right enforceable by a person not a party to them.

3. Subscription

- 3.1. Access to the Premium Service (except for those parts that we make freely available) is only provided to you on condition that either you pay the Fee or are a duly authorised teacher or student of an institution or a dependent of an individual that has paid the Fee.
- 3.2. The Fee is payable online by credit card, debit card or PayPal, or via mail order by cheque. You will only be granted access to the Premium Service when we have received payment in full.
- 3.3. The school subscription Fee is exclusive of VAT which will be payable by you in addition (if applicable). The home subscription Fee is inclusive of VAT at the current rate.
- 3.4. Access to the Subsidised Service (except for those parts that we make freely available) is only provided to you on condition that you are a registered Subsidised user.
- 3.5. Your access to both the Premium and Subsidised Service is by username and password.
- 3.6.1. If you have a school subscription or a PGCE Support Programme account, you may not divulge this username and password to students; instead you must create student accounts for them with the tools provided. Those students may not divulge their usernames and passwords to anyone.
- 3.6.2. If you have a home subscription, only the person named on the account may access the Service using that username and password.
- 3.7. If we reasonably believe that a username and password are being used in any way which is not permitted by us we reserve the right to issue a new username or password.

4. The Service

- 4.1. The contents of the Service are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision.
- 4.2. We use reasonable care to make sure that the information appearing on the Service is accurate and up to date. However, errors and omissions do occur and you should not take the accuracy of the information for granted.
- 4.3. Because we do not have control over the use that may be made of the information provided through the Service, we exclude (to the fullest extent permitted at law) all warranties, express or implied, as to the quality, accuracy, timeliness, completeness, performance, or fitness for a particular purpose of the Service or any of its contents. In particular we make no warranty or representation that:
 - 4.3.1. the Service will meet your requirements;
 - 4.3.2. the Service will be uninterrupted, timely, secure or error free;
 - 4.3.3. the results that may be obtained from the use of the Service will be accurate or reliable;
 - 4.3.4. the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations;

- 4.3.5. the contents of the Service are free from infection by viruses or anything else which has contaminating or destructive properties; or
- 4.3.6. any errors in the software contained within the Service will be corrected.
- 4.4. Any material downloaded or otherwise obtained by you through the use of the Service is done at your own discretion and risk and on the basis that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- 4.5. We do not permit any part of the Service to be cached in proxy servers.

5. Our Liability

- 5.1. Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by our negligence.
- 5.2. We do not accept liability for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damage for loss of profits, anticipated savings, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), including but not limited to anything resulting from:
- 5.2.1. the use of or inability to use the Service;
- 5.2.2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
- 5.2.3. unauthorised access to or alteration of your transmissions or data;
- 5.2.4. statements or conduct of any third party on the Service (including but not limited to any defamatory statements); or
- 5.2.5. any other matter relating to the Service.
- 5.3. We will not be liable if we are unable to perform our obligations under these terms and conditions due to the failure of any machine, data processing system or transmission link or to any circumstances beyond our control (including but not limited to strike, industrial action, war, fire, act of God or prohibition or enactment of any kind).
- 5.4. Subject to clause 5.1 if we are found liable to you our liability shall not exceed the total Fee paid by you to us.
- 5.5. You agree that given the nature of the Service, the exclusions and limitations of our liability are reasonable.

6. Copyright and trade mark

- 6.1. All material on the Portal is the copyright material of Learnalot.
- 6.2. You are permitted to print or download extracts from the Portal and the Service solely for your own non-commercial individual teaching and learning purposes. Any extracts so downloaded may be stored on your computer, or if you are an institution on your network, for future use, subject to compliance with the remainder of this clause.
- 6.3. All copies of any part of the content material must bear an acknowledgement of the copyright of the owner of the material. Copyright, trademark and other proprietary notices must not be removed.
- 6.4. You may not reproduce, copy or redistribute the design or layout of the Portal or Learnalot products, individual elements of the Portal design or Learnalot logos without the express written permission of Learnalot.
- 6.5. No part of the content of the Portal or any Learnalot products may be reproduced or transmitted to or stored in any website nor may any of its pages or parts thereof be disseminated in any electronic or non electronic form (except as set out in clause 6.2) nor be included in any public electronic retrieval system or service without prior written permission from Learnalot. Copying or reproducing software to any other server or location is expressly prohibited.
- 6.6. Except to the limited extent set out above, you are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play for the purpose of public use or for the purpose of commercial exploitation this Portal or any part thereof. You are not permitted to adapt, change or incorporate with any other work in any way the content of the Portal or any Learnalot products for any other purpose whatsoever without prior written permission from Learnalot.

7. Links to other sites

We reserve the right to alter without notice the arrangements for access to the Service or to change the content, presentation and/or facilities of the Service.

8. PGCE Support Programme

- 8.1. The PGCE Support Programme entitles approved PGCE (or equivalent) educational centres with complimentary subscriptions to Learnalot for the sole purpose of educating their students on the Service.
- 8.2. The participation of all educational centres will be reviewed annually.
- 8.3. We reserve the right to refuse an application if granting it would be against our interest.

9. Termination

9.1. You can terminate your agreement with us at any time by giving us notice in writing. Unless we are in breach of our obligations to you, you will not be entitled to any refund of the Fee paid by you. You may in addition be entitled to cancellation rights under clause 11.

9.2. We can terminate this agreement at any time on giving notice to you if:

9.2.1. you commit a breach of these terms and conditions.

9.2.2. you become bankrupt or enter into a voluntary arrangement with your creditors, become subject to an administration order, have a petition presented or an order made for your winding-up, have a receiver appointed over all or any part of your undertaking or assets, go into liquidation, cease or threaten to cease to trade or suffer any analogous event of insolvency.

9.2.3. you fail to pay the Fee when due.

9.3. We reserve the right to terminate this agreement at any time and for any reason on giving notice to you. If we terminate your membership under this clause we will refund a proportion of the Fee relating to the remainder of the period for which you have paid (if any).

10. Your right to change your mind

10.1. If you are a subscriber, you may be entitled to cancel your agreement with us as set out below. This entitlement acts as your cooling-off period.

10.2. You are entitled to cancel your agreement with us at any time during the period of fourteen (14) days from when we notify you that you have entered into a contract with us.

10.3. If you are entitled to cancel your agreement with us as set out in clause 10.2 and you wish to exercise that right you must send us your notice by email to subscriptions@learnalot.com or by first class post to the address given. If you validly exercise a right to cancel we will refund the Fee paid within 30 days.

11. Personal Information

11.1. We will request certain personal information from you (or if you are an institution, from your employees) in order to provide the Service to you. You are responsible for the accuracy and truthfulness of such information and you warrant and undertake to us that all such information is true and correct.

11.2. We will use your personal information only for the purposes of providing the Service to you. We will treat your personal information as confidential and we will not disclose it to any third party except with your prior agreement or as required by law. We are registered under the Data Protection Act 1998 and your data will be processed subject to that Act.

11.3. We reserve the right to request supporting documentation to verify personal information in our absolute discretion.

11.4. You must notify us immediately of any change in your personal details.

11.5. We may use a technology called "cookies" as part of our normal business procedure to track patterns of behaviour of visitors to the Portal. A cookie is an element of data that the Portal sends to your browser that is then stored on your system. You can set your browser to prevent this from happening. Any information collected in this way can be used to identify you unless you change your browser settings.

12. Child Supervision

We are concerned about the safety and privacy of our users, particularly children. Teachers/ parents who wish to allow their children access to and use of the Portal/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

13. Links to Third party websites

The Portal/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

14. Law

These terms and conditions are subject to British law and you and we submit to the exclusive jurisdiction of the British courts.

15. Company Information

Learnalot Ltd is a company registered in England and Wales. Registered Number: 07031615. The Registered Office address is Learnalot.com, 19 Alexandra Road, Burscough, Lancashire, UK, L40 7RT. Our VAT registration number is 990 055 024.

