

Terms of Use- Reasoning Maths Hub

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PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING OUR WEBSITE OR SERVICES ON OR THROUGH THE WEBSITE (HEREIN AFTER COLLECTIVELY KNOWN AS 'WEBSITE') OR BY POSTING ANY CONTENT ON THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE AND YOU WARRANT THAT YOU HAVE THE FULL AUTONOMY TO ACCEPT THESE TERMS AND CONDITIONS. DO NOT USE OUR WEBSITE IF YOU DO NOT AGREE TO ALL OF THESE TERMS.

These Terms of Use ("Terms") apply exclusively to your access to, and use of the Website, located at <https://reasoningmathshub.co.uk>, and service through the Website owned and operated by Closing The Gap LTD (herein after known as "Owner" or "Company"), a company registered in accordance with the Laws of England with registered office at London, N13 5LN. If you are using the Website or services on behalf of any entity, you represent and warrant that you are authorised to accept these Terms on such entity's behalf and that such entity agrees to indemnify you and The Company for its violations of these Terms.

The Company reserves the right to change or modify these Terms at any time and in its sole discretion. If there are any changes to these Terms, we will provide you with notice of such changes, such as by sending an email, posting a notice on the Website or updating the date at the top of these Terms. Your continued use of the Website or services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the wand services. If you do not agree to the amended Terms, you must stop using the Website and/or services.

Please keep in mind that this document is a legally binding agreement between you as the user of the Website (referred to as "you", "your" or "User" hereinafter) and the Company. If you have not attained the age of giving legal consent, according to applicable laws, to this agreement, your parent or guardian must agree to this agreement on your behalf.

1. Description of Service and Use of Content

The Company seeks to provide through its service downloadable, high quality resources for teachers. These resources are accessible through different subscription plans and in order to promote better learning, the company hereby grants you a limited, nonexclusive, non-sublicensable, nontransferable, freely revocable license to access and use such Resources, for personal or educational purposes, in order to:

- download the Resources on your personal device;

- include or use Resources for the purpose intended; or
- use the Resources for nonprofit and educational purpose in accordance with our copyright notice and any other credit, byline as applicable.

No material from the website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal non-commercial use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of the company's copyright, trademark, and trade secret rights and others' proprietary rights. In the event you download software from the site, the software including any files, images incorporated in or generated by the software and data accompanying the Software (together, the "Software") are licensed to you by the company. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Software. You hereby agree and understand that you are solely responsible to arrange certain equipment which may be required to access the company's service and resources. The Company will not be held responsible for technical limitations of any end-user for any reason in respect to any of the services above.

2. Eligibility for Website

This Website is intended solely for Users who, if they are a natural person, are sixteen (16) years of age or older, and any registration by, use of or access to the Website by any natural person under 16 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Website, you represent and warrant that you agree to and will abide by all of the terms and conditions of these Terms of Use and will not use the Website or its services for any illegal activity. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, the Company may terminate your membership, delete your profile and any content or information that you have posted on the Website and/or prohibit you from using or accessing the Service or the Website (or any portion, aspect or feature of the Service or the Website), at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 16. A child under the age of 16 may be allowed to use the website only with the prior and express consent of child's parent or legal guardian

3. Account and Registration Obligations

For use of the Website and its services, you shall be responsible for creating an account with us, maintaining the confidentiality of your Display Name and Password and you shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or

incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website or its services.

4. Confidentiality of Account

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, Users shall bear all responsibility for maintaining the confidentiality of such information; undertaking / implementing reasonable security measures to protect the same from malicious attacks or inadvertent losses and for any activity including transactions that are undertaken from the User Account and you agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. The Company may also, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

5. Commercial Terms

The company provides monthly subscription models by which you can access and download resources, as advertised on the website. Subscriptions renew on a periodic basis (as designated by the company) unless you indicate and cancel the auto-renewal. The subscription fee as advertised on the platform which is exclusive of any taxes applicable time to time.

The Company reserves the right, at any time and at its discretion, to change any fees and any other pricing terms. Any changes shall be posted on the Website and will be effective immediately. All charges for the sessions are shown in *Pound sterling (£/GBP)* and applicable taxes and other charges, if any, are additional. Prices may be adjusted at any time and for any reason (or no reason) and without providing you prior notice.

In order to make payment, you must use one of the approved third-party payment providers identified by us. You may be required to verify that you control the external account that you use to send Funds. You may be charged fees by the external account you use to send Funds. We are not responsible for any external fees or for the management and security of any external account. You are solely responsible for your use of any external account, and you agree to comply with all terms and conditions applicable to any external account.

6. Submitted Content

The Company does not claim ownership of any materials you make available through the website. At the company's sole discretion, such materials may be included in the Service in whole or in part or in a modified form. With respect to such materials you submit or make

available for inclusion on the Website, you grant the company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials (as well as use the name that you submit in connection with such submitted content). You hereby represent, warrant and covenant that any materials you provide do not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license. We take no responsibility and assume no liability for any submitted content posted or submitted by you. We have no obligation to post your content; we reserve the right in our absolute discretion to determine what is published on the website. If you do not agree to these terms and conditions, please do not provide us with any submitted content. You agree that you are fully responsible for the content you submit. You are prohibited from posting or transmitting to or from this website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website.

7. Privacy Statement

The Company is committed to protecting your privacy and is governed by our Privacy Policy. The Privacy Policy is available on our website and we encourage you to carefully review its terms to understand how your data is collected and treated.

8. Use of the Website

The User hereby agrees that the user may not use the Service, the Website or the downloaded resource in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website. In addition, you agree not to use the Service or the Website to:

- use any automated means to access this Website or collect any information from the Website (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
- intimidate, harass or in any way interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services User;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity;

- Develop any third-party Websites that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information; and
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

9. Third Party Content

Third Party Content Third parties may provide certain information and content to the website (“Third Party Content”). The Third Party Content is, in each case, the copyrighted work of the creator/licensor, and may be subject to terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding such terms. This Website may provide links to other Web websites or resources over which the company does not have control (“External Web Websites”). Such links do not constitute an endorsement by the company of those External Web Websites. You acknowledge that these links are provided to you only as a convenience, and further agree that the company is not responsible for the content of such External Web Websites. If you decide to leave the website and access the External Web Websites or to use or install any External Web Websites, software or content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the website. Your use of External Web websites is subject to the terms of use and privacy policies located on the linked to External Web websites.

10. Disclaimer of Warranties/Limitation Of Liability

THE WEBSITE, SERVICES, CONENT AND OTHER MATERIALS PROVIDED BY THIS WEBSITE ARE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CONTENT ON THE WEBSITE ARE INFORMATIONAL AND EDUCATIONAL RESOURCES FOR THE USERS. NO PARTY INVOLVED IN THE PREPARATION OR PUBLICATION OF SUCH WORKS GUARANTEE THAT THE CONTENT IS TIMELY, ACCURATE OR COMPLETE, AND THEY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR OMISSIONS IN, OR FOR THE RESULTS OBTAINED FROM THE USE OF, SUCH CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY RELATED TO USER CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. THE WEBSITE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER CONTENT.

THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, BUT SHALL ENDEAVOUR TO ENSURE USER FULLEST SATISFACTION.

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND/ OR SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA; (D) ANY OTHER MATTER RELATING TO THE SERVICES; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS TERMS OF USE, THE COMPANY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE OR ANY MATERIALS, OUR LIABILITY SHALL IN NO EVENT EXCEED THE FEE PAID BY THE USER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

THE COMPANY SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND THE COMPANY'S CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

11. Indemnity

You shall indemnify and hold harmless the Company and (as applicable) the company's partners, subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the use of User's actions or inactions, including but not limited to any warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the User's infringement of any applicable laws, regulations including but not limited to Intellectual Property Rights, Confidentiality obligations, payment of statutory dues

and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights.

12. Company's Rights

Company reserve the right at all times to edit, refuse to post, or to remove, from the Service, any information or materials for any reason whatsoever, and to disclose any information we deem appropriate to satisfy any applicable law, regulation, legal process, police request or governmental request.

The Company reserves the right to restrict your access to the Service at any time without notice in the event that we suspect you to be in material breach of any term of these Terms of Use.

The Company also reserves the right to modify or discontinue temporarily or permanently all or part of the Service with or without notice without liability for any modification or discontinuance.

13. Settlement of disputes

Any disputes that might be arising as to the interpretation of the terms and conditions under this agreement and/or to the content stated in this Website and/or as to the determination of the rights and obligations of the users and the provider of the service herein shall be settled by way of mediation. You and the Company, firstly, agree to notify each other in writing of any dispute within thirty (30) days of when it arises.

You agree to submit in that event to the exclusive jurisdiction and venue of the state and courts located in London. You agree that this Agreement and the relationship between you and the company shall be governed by the laws prevalent in the state of London, United Kingdom.

14. General Provision

- **Assignment**-This Agreement and your rights and obligations shall not be assignable, in whole or in part, without the prior written consent of the Company. Any assignment without The Company's consent is void.
- **Relationship of Parties**-Nothing contained in this agreement shall be construed or interpreted as constituting a partnership, joint venture, agency, employer, employee relationship between the parties. No third person is intended to be a third party beneficiary thereof. The parties agree to constructively work together in furtherance of the mutually beneficial object set forth in the agreement.
- **Non-Waiver**-The failure of any party to enforce at any time any of the provisions of this agreement shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

- **Severability**-If any clause, sentence, paragraph or part of this agreement, or the Website thereof to any person, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy and remainder of this agreement will continue in full force or effect
- **Force Majeure**-The company shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond The company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond The company's reasonable control (each, a "Force Majeure Event").
- **Entire Agreement**-This agreement constitutes the entire understanding between the Partners hereto and it merges all prior discussions between them relating thereto.
- **Counterparts**-This agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.
- **Headings**-Headings and titles in this agreement are for reference purposes only and do not constitute part of this agreement and are of no legal force and effect.
- **Applicable Laws**-This agreement will be governed by and interpreted and construed in accordance with the laws of London, United Kingdom without regard to conflict of laws principles thereof.