

STUDEO LIMITED – Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY: BY DOWNLOADING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD OR USE THE APP.

Please read the following important terms and conditions before you buy or subscribe to any digital content from us and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund on your digital content. You do not have this right to cancel once a download or streamed content has started or where the digital content to be streamed has been supplied to you, provided you have been told this and have acknowledged this.

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality. If your digital content is faulty, you're entitled to a repair or a replacement.

If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back.

If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

This is a summary of some of your key rights. For detailed information from Citizens Advice, please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

Important information on streaming costs and 'bill shock':

When you buy or stream your digital content onto your computer or device, please be aware that data usage charges may apply. Those charges are your sole responsibility. Using too much data might mean that you exceed your data limit on your mobile phone and you could face paying more than you were expecting, particularly if you are using your mobile phone abroad.

Terms and Conditions

These terms and conditions set out: (i) your legal rights and responsibilities; (ii) our legal rights and responsibilities; and (iii) certain key information required by law.

In these terms and conditions:

'we', 'us' or 'our' means STUDEO LIMITED;

'you' or 'your' means the person buying or subscribing to Digital Learning Material from us;

'Digital Learning Material' means the digital content which is supplied to you in accordance with and subject to these terms and conditions. Such digital content may therefore include (without limitation and as amended, updated or modified from time to time): specialist learning content curated and created by expert tutors, professors and teachers, such as video content, course streaming and handouts, exam questions and suggested answers, coaching sessions or coaching and mentoring which are provided on a streaming basis; career counselling, guidance and orientation from industry experts across a range of professions; and/or various live courses or conferences which are available to you as a multi-participant forum through our site or app;

'website' or 'site' means studeoapp.co.uk; and

'app' means the mobile application made available to you by us, free of charge, from the AppStore or Google Play (Android equivalent). When downloading and using any application store, you agree to adhere to all terms applicable to that store. If you are an Apple user, you must also accept and comply with clause 15 below.

If you have any questions about these terms and conditions or any purchases or subscriptions you have made, please contact us by:

- sending an email to help@studeo-online.com

Who are we?

We are STUDEO LIMITED a company registered in England and Wales under company number: 12788770.

Our registered office is at: 86-90 Paul Street, London EC2A 4NE

Our VAT number is: 375502984

We are a leading provider of e-learning educational content aimed at learners who are at the secondary school or sixth-form stage of their education. Our content is developed by expert teachers, tutors and professors.

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

1 Introduction

1.1 If you buy or subscribe to Digital Learning Material from us you agree to be legally bound by these terms and conditions.

1.2 These terms and conditions apply only if you are buying or subscribing to Digital Learning Material on our site or via our app as a consumer (i.e., for purposes outside of your business or profession).

1.3 When buying or subscribing to any Digital Learning Material on our site or app you also agree to be legally bound by:

1.3.1 our terms of Acceptable Use set out at clause 1.5 below;

- 1.3.2 our Privacy and Cookies Policy;
 - 1.3.3 any other policies available on our website or within our app; and
 - 1.3.4 any extra terms which may add to, or replace some of, these terms and conditions or the aforementioned policies. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you reasonable notice.
- 1.4 All of the above documents form part of these terms and conditions as though set out in full here.
- 1.5 **Acceptable Use.**

When using our site, app and any content supplied to you through them you must:

- 1.5.1 not use the App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- 1.5.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Services, including by the submission of any content (to the extent that such use is not licensed by these terms);
- 1.5.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Services;
- 1.5.4 not use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users or coaches; and
- 1.5.5 not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

If you stream the app onto any phone or other 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 phone or other device.

2 Your privacy and personal information

- 2.1 Our **Privacy and Cookies Policy** is available on our website Studeoapp.co.uk
- 2.2 By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our business offering, our App and our Digital Learning Material to you.
- 2.3 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy and Cookies Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3 Ordering or subscribing to Digital Learning Material from us

3.1 **Trials.** From time to time, we may offer trials for a subscription to our Digital Learning Material for a specified period without payment or at a reduced rate (a Trial). We may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law. These Terms will apply to any Trial you have with us.

3.2 Below, we set out how a legally binding contract between you and us is made.

3.3 You can order or subscribe to our Digital Learning Material via the app by selecting your relevant subscription tier or the course that you wish to purchase. Please read and check your order or subscription carefully before submitting it and correct any errors.

3.4 Before you subscribe to our Digital Learning Material, you must check that the hardware and software requirements of your computer or device mean that you can access and stream the Digital Learning Material.

3.5 When you place your order or subscription at the end of the subscription process (e.g. when you click on the SUBSCRIBE/PAY NOW), we will acknowledge it by email. This acknowledgement does not, however, mean that your order or subscription has been accepted by us.

3.6 We may contact you to say that we do not accept your order or subscription. This is typically for the following reasons:

3.6.1 the Digital Learning Material is unavailable;

3.6.2 we cannot authorise your payment;

3.6.3 you are not allowed to buy or subscribe to the Digital Learning Material from us;

3.6.4 we are not allowed to sell or provide the Digital Learning Material to you; or

3.6.5 there has been a mistake on the pricing or description of the Digital Learning Material.

3.7 We will only accept your order or subscription when we email you to confirm this (**Confirmation Email**). At this point:

3.7.1 a legally binding contract will be in place between you and us; and

3.7.2 the Digital Learning Material will be available for you to stream automatically.

3.8 If you are under the age of 18 you may buy or subscribe to any Digital Learning Material from our site or app, but you need to ensure that you have parental or guardian consent to do so. If you are under the age of 13, please do not attempt to register for membership or send any information about yourself without parental or guardian consent. This will be verified when you sign up via the app by your parent or guardian clicking a consent box on your behalf.

4 No right to cancel

4.1 When you place an order or subscription for Digital Learning Material, you will be asked to tick a box to confirm that you consent for access to and streaming of the Digital Learning Material

to start immediately after you have clicked the 'Buy now' **OR** 'Pay now' and that you acknowledge that this means you lose your right to cancel.

- 4.2 This means that you do not have the right to cancel this contract once the automatic access to and streaming of the Digital Learning Material starts and are not entitled to a refund unless the Digital Learning Material is faulty.
- 4.3 This does not affect the rights you have if your Digital Learning Material is faulty. A summary of these rights is provided at the top of this page. See also clause 9.

5 Permission to use the Digital Learning Material

- 5.1 We provide you with non-exclusive, worldwide, and perpetual license to perform, display, and use our app on your chosen device.
- 5.2 All intellectual property rights in our site, the app, and any content supplied to you via them, throughout the world belong to us (or our licensors). When you buy or subscribe to the Digital Learning Material and it is available to stream (see clause 3.6.2), you will not own it. Instead, we give you permission to use it for the purpose of you using and enjoying it according to these terms and conditions.
- 5.3 You agree that you will:
 - 5.3.1 not translate, merge, adapt, vary, alter or modify, the whole or any part of the app or the content made available to you through it nor permit the app or the content made available to you through it, or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
 - 5.3.2 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the app or the content made available to you through it.
- 5.4 The Digital Learning Material:
 - 5.4.1 Is for your personal and non-commercial use only. You can use it wherever you want in the world but only if you comply with local laws;
 - 5.4.2 is non-exclusive to you. We may supply the same or similar Digital Learning Material to other users;
 - 5.4.3 may not be:
 - (a) downloaded or copied by you except as part of the normal use of the app or where it is necessary for the purpose of back-up or operational security;
 - (b) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it or create derivative works based on the whole or any part of the app or the content made available to you through it, nor attempt to do any such things except where any of this is allowed by law);
 - (c) combined or merged with, or used in, any other computer program; or

- (d) reproduced, distributed, sold, rented, leased, sub-licensed, loaned, provided, or otherwise made available, in any form, in whole or in part by you to any third party without prior written consent from us;
- 5.4.4 contains information which is owned by us and/or third parties. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trademark (®) or unregistered trademark (™) markings.
- 5.5 Except where you have permission to use the Digital Learning Material under this clause 5, you will not obtain any rights of ownership or other rights (of whatever nature) in the Digital Learning Material or in any copies of it.

6 Digital Learning Material being made available to you

- 6.1 Once you have placed your order or subscription and the Confirmation Email has been sent to you (see clause 3), the Digital Learning Material will be made available to you (including to stream) automatically.
- 6.2 We may deliver your Digital Learning Material in instalments.
- 6.3 If something happens which is outside of our control and affects your ability to stream or have access to the Digital Learning Material, we will let you know when you can expect to be able to gain access to the Digital Learning Material and its provision.

7 Payment

- 7.1 Trials do not generally require payment. However, for some Trials, we will require you to provide your payment details to start the Trial and we will notify you of this fact when you sign up to the Trial. By providing such details, you agree that we may automatically begin charging you for the Services on the first day following the end of the Trial on a recurring monthly, quarterly, semi-annually, yearly basis or other interval that we disclose to you in advance. If you do not want this charge, you must cancel the subscription before the end of the trial by contacting us.
- 7.2 You may purchase any of our subscriptions directly from us by paying a subscription fee in advance on a monthly, quarterly, semi-annual or yearly basis in accordance with the plan selected.
- 7.3 We may change the price for our subscriptions, including any recurring subscription fees from time to time, and will communicate any price changes to you in advance and, if applicable, how you can accept those changes.
- 7.4 Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use our services after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from your current subscription prior to the price change going into effect as per these terms and conditions.
- 7.5 Subject to section 4 above and section 10 below, if you purchase a subscription, you authorise us to charge you automatically each month, quarter, semester or year, depending on the plan selected, until you cancel in accordance with these terms and conditions.
- 7.6 Studeo uses the In-app purchase, through which Apple connect to process debit and credit card payments for your Studeo account and access to the Digital Learning Material. Studeo is

defined by the Apple Terms of Service as a **“Partner Application”**. By using Studeo’s Services and agreeing to these Terms, you also accept you are bound by Apple’s Terms of Service.

- 7.7 You understand and agree that Studeo shall not be held liable for any payments and monetary transactions that occur through your use of In-app Purchase and that all such payments and transactions are handled by Apple. You agree that Studeo shall not be held liable for any issues regarding financial and monetary transactions between you and any other party, including Apple.
- 7.8 You are solely responsible for all transactions (one-time, recurring, refunds and cancellations) processed through Studeo and/or Apple. Studeo will not be liable for any losses or damages arising from invalid or fraudulent transactions processed with In-app purchases. This includes but is not limited to transactions that were not processed due to a network communication issue. If you process a transaction, it is your responsibility to ensure it has been fully settled.
- 7.9 You understand that Studeo uses the In-app purchase of Apple to run this service and that the Apple is subject to change at any time and such changes may adversely affect the service. You understand and agree to not hold Studeo liable for any adverse effect that actions (whether intentional or unintentional) on the part of In-app purchase may cause to your Studeo’s account.
- 7.10 You must not process stolen credit cards, or unauthorized credit cards through In-app purchases and/or your Studeo’s account.
- 7.11 All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate.

8 Nature of the Digital Learning Material

- 8.1 From time to time, we may automatically update the app and change the Digital Learning Material and our services 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.
- 8.2 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’). The Digital Learning Material that we provide to you must be as described, fit for purpose and of satisfactory quality.
- 8.3 We are under a legal duty to supply Digital Learning Material that is in conformity with these terms and conditions.
- 8.4 When we supply the Digital Learning Material:
 - 8.4.1 we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;
 - 8.4.2 we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our site; and
 - 8.4.3 you acknowledge that there may be minor errors or bugs in it.

9 Faulty Digital Learning Material

9.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

9.1.1 contact us using the contact details at the top of this page; or

9.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

9.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

9.3 If your Digital Learning Material is faulty, please contact us using the contact details at the top of this page.

9.4 To avoid faults in the Digital Learning Material, you must install any fixes, updates, upgrades, new releases and new versions of our content and app as soon as reasonably possible after we tell you that they are available to be streamed.

10 End of these terms and conditions

10.1 These terms and conditions will continue to apply to you until suspended or terminated, in accordance with this section 10. If these terms and conditions or your subscription terminates, it will not affect our right to receive any money which you owe to us under these terms and conditions.

10.2 We will take all commercially reasonable efforts to ensure that our services remain in operation but sometimes you may experience temporary interruptions. Reasons we may suspend your access to our services include to allow us to deal with technical problems or make minor technical change and to allow us to update our services and content to reflect changes in relevant laws and regulatory or contractual and licensing requirements.

10.3 We may also terminate these terms and conditions and your subscription, or suspend your access to our services and Digital Learning Material at any time, including in the event of your actual or suspected unauthorised use of to our services and Digital Learning Material or failure to comply with these terms and conditions. This includes when you do not pay for any subscription when you are supposed to.

10.4 We may also suspend or terminate these terms and conditions and your subscription or withdraw you from our services and Digital Learning Material, provided that we give you reasonable notice before doing so. Notwithstanding the foregoing, if you have paid for a subscription that we permanently discontinue (prior to the end of your paid-up subscription period), we will refund you the portion of any pre-paid subscription amounts after our services are permanently discontinued.

10.5 If we or you terminate these terms and conditions, or we suspend your subscription or access to our services and Digital Learning Material, notwithstanding clause 10.4, you accept that we shall have no liability or responsibility to you, and that (to the extent permitted by law) we will not refund any amounts that you have already paid.

10.6 Subject to section 4, or where your statutory rights permit you to do so, you may terminate your subscription with us at any time. For more information how to terminate your subscription,

please contact us. For more information on your statutory rights, please see the box at the top of this page.

11 Limitation on our liability

11.1 General disclaimers

To the extent possible under applicable consumer laws you accept and acknowledge that:

11.1.1 Our services, our site, the app, and any content supplied to you via them are provided on an “as is” and on an “as available” basis. We disclaim all representations and warranties, express, implied or statutory not expressly set out in these terms including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, we make no guarantee regarding the reliability, timeliness, quality, suitability or availability of our services, our site, the app, and any content supplied to you via them, or that our services, our site, the app, and any content supplied to you via them will be uninterrupted or error-free; and

11.1.2 Whilst we use all reasonable efforts to ensure that our content is created by teachers and professors and tutors of experience and standing, and that we hope that use of our site, app and the content available through them will improve the grades and applications for further study of learners or users of the content on the app, we do not guarantee or provide any warranty as to any specific outcomes or results. Our services, our site, the app, and any content supplied to you via them are provided to you for general information and convenience. Accordingly, we do not guarantee the quality or suitability of the content provided via our site and the app. You agree that the entire risk and responsibility (including but not limited to any particular outcome or achievement) arising out of your use of the site, app and any content provided to you or any other service requested in connection with these terms or from Studeo, remains solely with you, to the maximum extent permitted under applicable law.

11.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, neither we nor Studeo’s parents, subsidiaries, affiliates, officers, directors, shareholders, employees or our suppliers are legally responsible for any:

11.2.1 losses that were not foreseeable to you and us when this contract was formed;

11.2.2 losses that were not caused by any breach on our part;

11.2.3 business losses;

11.2.4 losses or destruction of data; or

11.2.5 losses to non-consumers,

arising out of or in connection with our app, our services or the Terms based on any theory, even if advised of the possibility of such damages. The negation of damages set forth in this section 11 is fundamental for the basis of the bargain between us and you. The app and our Service and the Digital Learning Material would not be provided without such limitations.

11.3 **We are not responsible for events outside our control.** If the provision of our services, our site, the app, and any content supplied to you via them is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to

minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any content you have paid for but not received.

11.4 **When we are liable for damage to your property.** If defective Digital Learning Material that we have supplied damages a device or Digital Learning Material belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

11.5 **Financial cap on our liability.** If we are liable to you in connection with the provision of our services, our site, the app, and any content supplied to you via them, and the the maximum extent permitted under applicable law, in no event will our liability, and the liability of our parents, subsidiaries, officers, directors, employees, and suppliers, to you or any third parties in any circumstance exceed the amount of fees you pay to Studeo in the 12 months prior to the action giving rise to liability.

11.6 You and Studeo agree that any cause of action arising out of or related to our app, our services and the Digital Learning Material must commence within six (6) months after the cause of action arose, to the extent permitted under applicable law.

12 Intellectual property rights

We take intellectual property and rights holders' rights very seriously and we expect you to do the same. If you are a copyright holder, or its agent or licensee and consider that any content contained our site, the app, and any content supplied to you via them infringe copyrighted work, we request that you send us a notification of the alleged copyright infringement for the attention of our Management Team at the address set out above.

13 Third party rights

No one other than a party to this contract has any right to enforce any term of these terms and conditions.

14 Disputes

14.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Digital Learning Material you purchased, our service to you or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

14.2 Relevant United Kingdom law will apply to these terms and conditions. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have exclusive jurisdiction in relation to these terms and conditions.

15 AppStore Notice

15.1 If you have downloaded our app from the Apple, Inc. and/or its subsidiaries (**Apple**), App Store, or if you are using the app on an iOS device, you confirm that you have read, understood, and that you agree with the following notice regarding Apple.

15.2 These terms and conditions are between you and us only and not with Apple. Apple is not responsible for our services, our Digital Learning Material or your subscription. Apple has no obligation whatsoever to provide any maintenance or support services with respect to our

services, our Digital Learning Material or your subscription. In the event of any failure of our services, our Digital Learning Material or your subscription to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the app to you (where applicable), and, to the maximum extent permitted by applicable law. Apple has no other warranty obligation whatsoever with respect these terms and conditions. Apple is not responsible for addressing any claims by you or any third party relating to our services, our Digital Learning Material or your subscription and your use thereof, including: product liability claims, any claim that our services, our Digital Learning Material or your subscription fails to comply with any applicable legal or regulatory requirement, and claims arising under consumer protection law.

- 15.3 Apple is not responsible for the investigation, defence, settlement, and discharge of any third-party claim that our services, our Digital Learning Material or your subscription and/or your possession or use of our app infringe that third party's intellectual property rights.
- 15.4 You agree to comply with any applicable third-party terms, when using our services, our Digital Learning Material or your subscription. Apple are third party beneficiaries of these terms and conditions, and upon your acceptance of these terms and conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms and conditions against you as a third-party beneficiary of these terms and conditions.
- 15.5 You hereby represent and warrant that: you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties.