

**OUR SERVICE IS INTENDED TO BE USED BY CHILDREN UNDER 13 ONLY
WITH THE CONSENT AND OVERSIGHT OF A PARENT.**

These Terms of Use were last updated on **December 1st, 2021**.

KIDS, IF YOU HAVE NOT REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, YOU MUST HAVE A PARENT OR LEGAL GUARDIAN READ AND ACCEPT THE BELOW TERMS OF USE ON YOUR BEHALF AND TAKE FULL RESPONSIBILITY FOR YOUR COMPLIANCE WITH THEM.

Terms of Use

IntellectoKids Ltd, a private limited company incorporated and registered in England and Wales with company number 11796917 (“we”, “us” and “our”), welcomes you to use IntellectoKids Online Lessons - a service offering a variety of online lessons for kids aged 4 to 12 (the “Service”).

The following Terms and Use (the “Terms”) govern your use of the Service and our other services provided through it (which shall hereinafter be referred to as our “Services”). The following policies also apply to your use of our Services (and are incorporated herein by reference):

- our Privacy Policy, which explains how we may collect and use your personal data;
- our Subscription Policy for certain Services provided by us; and
- our Refund Policy relating to the offered subscriptions;

Within our Services, we may introduce certain features that are subject to additional guidelines, terms or rules. All such additional rules are incorporated in these Terms by reference.

These Terms set forth herein form legally binding agreement for your use of our Services. By using the Services or continuing to use our Services, you acknowledge that: (1) you are at least 18 years of age or any older legal age required to form a contract in your jurisdiction; (2) you have the right, authority and legal capacity to enter into an agreement with us as set out herein; (3) you have read, understood and agree to be bound by these Terms with respect to yourself and any minor child authorized by you.

Your agreement with us regarding compliance with these terms becomes effective immediately upon commencement of use of our Services. If you (or your parent/legal guardian) do/does not wish to be bound by these Terms do not access or use our Services.

You should note that we may make changes to these Terms from time to time. These changes will be effective from the moment they are posted on our Service, so it is your obligation check these Terms from time to time to make sure you are happy with them when using our Services. Your continued use of our Services will be taken as your acceptance of the amended Terms.

If you have any questions, please contact us at lessons@intellectokids.com.

A Note About Children

Our Services are intended to be used by children aged 4 to 12, under the oversight of a parent or a legal guardian. All actions that are required in order to set up an online lesson for the child, such as (but not limited to) creating a client profile, booking an online lesson, paying for an online lesson, requesting technical support and providing feedback, shall be made only by the parent or a legal guardian.

We share your concern for the privacy of children and do not knowingly collect any personally identifiable information about children through the Service. We do, however, use third party videotelephony and online chat application, as well as analytics services that collect anonymous information about usage of our Services, as more fully described in our [Privacy Policy](https://intellectokids.com/online-lessons/privacy) (located at <https://intellectokids.com/online-lessons/privacy>).

Client Profile

In order to create a client profile, you are required to provide your phone number and email address. We may, in the future, require you to also provide your first name, last name, country, state, city, your child's first name and age, and any other requisite information that will allow us to provide and/or improve our Services.

By setting up a client profile, you confirm that you will:

- not provide us with any false information;
- keep your contact information accurate and up-to-date; and
- not share your login details (if any).

You may not assign or otherwise transfer your client profile to any other person without our prior written consent. Without our consent, you may not divest any of your rights, responsibilities or obligations under the Terms. Any attempt to do so shall be void and of no effect.

You shall have no ownership or other property interest in any account or user profile, and you further acknowledge and agree that all rights in and to any account or user profile are and shall forever be owned by and inure to our benefit.

It is hereby acknowledged that we may refuse to register any user for any reason, at our sole discretion.

Conditions of Use

You are solely responsible for your conduct when using our Services and agree not to:

- Publish, post, upload, transmit, distribute, disseminate or otherwise make available when using our Services any:
 - material that is harmful, abusive, defamatory, libellous, obscene, infringing, embarrassing, unwanted, invasive of another's right of privacy or publicity, hateful, or racially, ethnically or otherwise offensive, objectionable or otherwise inappropriate as determined by us in our sole discretion;
 - material or information that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others;
 - files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, or that may in any way damage or interfere with the operation of our Services, other users' access to the Services and/or other users' computers.
- Defame, abuse, harass, stalk, threaten, bully or otherwise violate the legal rights of others.
- Violate any applicable laws or regulations, or promote or encourage any illegal activity.

- Impersonate another user or create a false identity, including but not limited to identities falsely indicating that the user is another user, a celebrity or other well-known person, or our representative.
- Gain or attempt to gain unauthorized access to our Services other user’s account or profile information, or to computer systems and/or networks connected to our Services.
- Make false reports through our Services or to our administrators.
- Take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or its affiliates’ or third party providers’) infrastructure.
- Engage in fraudulent transactions.
- Establish more than one client profile.
- use our Services for commercial purposes or in any way that is unlawful, or harms us or any other person or entity.

You are also solely responsible for your interaction with other users of our Services and our teachers, whether online or offline. You agree that we are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users or teachers. You are expected to exercise common sense and your best judgment when interacting with other users or teachers, including when submitting or posting content or any personal or other information.

You shall comply with these Terms at all times. We may terminate and/or suspend your use of our Services for violation of these Terms or violation of any other policy related our Services (including the policies of affiliates accessible by the Services). Without limiting the foregoing, your access to our Services may also be terminated without warning if we believe, in our sole discretion, that you are under the age of eighteen (18) years and do not have your parent’s or guardian’s permission to register for and/or access our Services.

The Online Lessons

Our online lessons booking and scheduling services are made via the “Calendly” service. You may review Calendly’s terms of service in the following link: <https://calendly.com/pages/terms>.

Our online lessons conducted via the “Zoom” application. You may review Zoom’s terms of service in the following link: <https://zoom.us/terms>.

We also use the the following services to enhance the learning experience:

- “SeeSaw” (terms of service in the following link: <https://web.seesaw.me/terms-of-service>);
- “Book Creator” (terms of service in the following link: <https://bookcreator.com/terms-of-service/>).

You hereby acknowledge that we are acting only as an intermediary between the user (including any participant in the lesson) and the teacher, and our Services only include connecting the user/s with the qualified teacher. Therefore, you hereby acknowledge that we shall in no case be responsible for any actions made during the lesson in the Zoom platform.

When booking an online lesson, you hereby irrevocably consent for the recording of the online lesson (whether made by the teacher or by us acting as a passive participant on the call). Please refer to our [Privacy Policy](https://intellectokids.com/online-lessons/privacy) (located at <https://intellectokids.com/online-lessons/privacy>) for any question concerning the collection and use of information made by the parties participating in the Zoom meeting, and our legal basis for recording the online lesson.

Payments

Our online lessons are pre-paid. The payment can be made via one of the following online payment processors (we may add additional payment processing solutions, at our discretion):

- “Paypal” (The terms of use of Paypal are set out in the following link: <https://www.paypal.com/ga/webapps/mpp/ua/useragreement-full>);
- “Stripe” (The terms of use of Stripe are set out in the following link: <https://stripe.com/ssa>); or
- “SolidPayments” (<https://solidgate.com/>).

The amounts due and payable by you for an online lesson/s will be presented to you before you place your order.

We reserve the right to change our pricing terms for online lessons at any time. Furthermore, we reserve the right to terminate, suspend, or change any Service or feature of our Services at any time, for any reason or no reason, with or without notice. You agree that we shall not be liable for any loss or damage caused, directly or indirectly, by any such termination, suspension or change.

We do not provide refunds for online lessons that have taken place.

We may, however, provide a refund in case you have purchased a series of online lessons but did not book all of them (and in such case, only un-booked lessons may entitle you to a refund). Please note that you may only ask for a refund in case one of the two following conditions is met: (a) you requested a refund no later than 180 calendar days from the date of payment for booking 16 lessons or less / 360 calendar days from the date of payment for booking more than 16 lessons (as applicable), or (b) we are unable to provide you with the lessons that you have purchased (and in such case, there will not be a time limit for the refund).

A Note to International Users

Our Services can be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that we intend to announce such services or content in your country. We make no representations that services are appropriate or available for use in your country. Those who access or use our Services from the jurisdictions where we do not operate do so at their own volition and are responsible for compliance with local law.

Intellectual Property Information

“*Content*” is defined as all digital material including, without limitation, information, videos, photos, graphics, music, sounds, text, data, communications, illustrations, documentation and other material and services that a user of the Services can view on, access through, or contribute to our Services. This includes support forums, message boards, chat, and other original content.

Our Content

We own, or have a license to, all right, title and interest in the Content we make available through our Services (“**Our Content**”). Except for any rights specifically enumerated as being licensed to you hereunder, we reserve any and all of its rights to the Our Content. You are only permitted to use Our Content as expressly authorized by us or the specific Content provider.

By use of our Services you acknowledge, agree and otherwise consent not to:

- Market, share, distribute, offer to sell, sell or otherwise make reproductions or copies of the Service or Content in any way inconsistent with the rights of use provided by us herein.
- Remove any applicable, relevant identification, copyright, trademark or other notices relating to our intellectual property or other property.
- Attempt to access source or object code of the Service, by methods including reverse engineering or otherwise reducing it to a form readable without the use of a computer, except and unless any applicable statutes or laws specifically prohibit said restrictive language.
- Amend, change, modify (including the creation of any derivative or other works) our Services.
- Create code, software or other program that incorporates any elements of our Services.
- Attempt to hack into, compromise or otherwise access the object or source code of our Services for any purposes, personal or commercial.
- Interrupt or attempt to interrupt the operation of our Services in any way.

The above restrictions shall apply also in the event where you permit another person or entity to engage, or otherwise be related to or a part of, the said restricted activities.

Your Content

By submitting Content to us, you represent that you are the owner of all intellectual property rights in such Content (or have sufficient rights to submit the Content to us without infringing the rights of any third-party).

We do not claim any ownership rights in any Content that you submit or offer to us when you use our Services, however you acknowledge and agree that by the act of submitting Content to us when using our Services you automatically grant us a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to:

- Analyze any of your submitted Content as we may deem necessary or desirable for any purpose in connection with the operation of our Services.
- Delete any or all of your Content from our Services, whether intentionally or unintentionally, for any reason or no reason, without any liability of any kind to you or to any other party.

Your Ideas

To the extent that you submit, via our Services or otherwise, any unsolicited concepts, ideas, or suggestions (collectively, the “Ideas”) for, by way of example and without limitation, any features or functionality for our Services, you agree that such Ideas are non-confidential and non-proprietary, and that we shall not be liable for the disclosure of such Ideas. You hereby grant and agree to grant us, under all of your rights in the Ideas, a worldwide, non-exclusive,

perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish and exploit such Ideas for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in our Services, or any product or service that we offer, without compensation or accounting to you and without further recourse by you.

Third Party Websites and Information

Our Services may link you to other websites or apps or otherwise include references to information, materials and/or services provided by other parties. These other websites and apps and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites or apps, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the website or party by us, or any warranty of any kind, either expressed or implied.

Advertisement

Our Services may, at some point, include advertisements for parents, which may be targeted to the content or information on our Services, queries made through our Services, or from other information. The types and extent of advertisements on our Services are also subject to change over time. In consideration of us providing you with our Services, you agree that we and our third-party providers and partners may place advertisements on our Services or in connection with the display of content or information on our Services. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

Disclaimer

You expressly acknowledge and agree that the Services are provided on an “as is” basis and to the extent permitted by law, without warranties of any kind, including as to their quality, reliability, availability, or fitness for any particular purpose. You understand that you use our Services at your own risk.

From time to time, we may automatically update or change our Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. 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 Services or your continued use might not be at optimum efficiency.

Although it is our intention for the Services to be available as much as possible, there will be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

Limitation of Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

However, we exclude all implied conditions, warranties, representations or other terms that may apply to our Services or any Content provided in connection with them.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Use of, or inability to use, our Services.
- Use of or reliance on any Content provided in connection with our Services.

In particular, we will not be liable for:

- Loss of profits, sales, business, or revenue.
- Business interruption.
- Loss of anticipated savings.
- Loss of business opportunity, goodwill or reputation.
- Any indirect or consequential loss or damage.

Furthermore, we are not liable for any events beyond our reasonable control.

In no event shall our total liability to you in connection with the Services for all damages, losses and causes of action exceed the lesser of the fees paid by you or USD \$100.

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Indemnification

You agree to defend, indemnify, and hold us and our affiliates harmless from all liabilities, claims, losses, costs and expenses, including attorney's fees, that arise from (a) your use of, or activities in connection with our Services, or those of any child authorized by you; (b) any violation of these Terms by you or any child authorized by you; or (c) any allegation that any Content that you or any child authorized by you make available via our Services infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

Technical Support

If you are having a technical problem with the Services, you may ask for technical support by writing to lessons@intellektokids.com. When writing to us, please be sure to tell us where in the Service it crashed, and the device you're using. We will do our best to help you solve any technical problem, but we do not warrant, and specifically disclaim, that we will be able to resolve all technical issues.

Miscellaneous

Governing Law

These Terms and all non-contractual obligations arising in any way whatsoever out of or in connection with the Terms are exclusively governed by the laws of England. Any disputes or

claims arising out of or related to these Terms are subject to the exclusive jurisdiction of the courts of England.

Assignment

We may assign, transfer or sublicense these Terms, in whole or in part, at any time to any other legal entity.

You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms.

Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. All correspondence shall be written in the English language. Notices to us must be sent to the attention of Customer Service at lessons@intellectokids.com (if by email), or to the address below if by conventional mail (if via conventional mail). Notices to you may be sent to the email or mailing address supplied by you as part of your account or User profile, if any. In addition, we may broadcast notices or messages through the Services to inform you of changes to our Services or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

You may contact us at the following address:

IntellectoKids Ltd
167 City Road
London, EC1V 1AW
United Kingdom

Severability

Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable the remaining paragraphs will remain in full force and effect.

Rights of Third Parties

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

No Waiver

Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your being in breach of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.