

# Terms of Service ("Agreement")

This Agreement was last modified on 20th August 2020.

Please read these Terms of Service ("Agreement", "Terms of Service") carefully before using <http://www.Maths.co.uk> ("the Site") operated by Maths.co.uk ("us", "we", or "our"). This Agreement sets forth the legally binding terms and conditions for your use of the Site at <https://www.Maths.co.uk>.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms of Service. Capitalized terms are defined in this Agreement.

## Termination

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## Notification of Updates

As a registered user of Maths.co.uk, you agree to receive updates, support, recommendations and special offers by email. This will ensure you know when key changes are made to the tests or when additional tests are added to the Site. These email notifications will be infrequent (at the most once a month), but they will ensure that you are fully aware of any new features that have been added to the Site or if we are offering any special offers.

## Links to other sites

Our Site may contain links to third-party sites that are not owned or controlled by Maths.co.uk. Maths.co.uk has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

## Limited License

Maths.co.uk grants you a non-exclusive, non-transferable, limited license to use the Site in accordance with this Agreement.

## Limitation Of Liability

In no event shall Maths.co.uk, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for damages, direct or consequential, resulting from your use of the Site, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses, including but not limited to attorney's fees, arising from your violation of any third-party's rights.

## Warranty Disclaimer

Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis. The Site is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course

of performance

Maths.co.uk, its subsidiaries, affiliates, and its licensors do not warrant that a) the Site will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Site is free of viruses or other harmful components; or d) the results of using the Site will meet your requirements.

## **Governing Law**

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of UK, without giving effect to any principles of conflicts of law.

## **Changes To This Agreement**

We reserve the right, at our sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Service.

Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

## **Refund Policy**

Maths.co.uk's refund policy allows customers to cancel their order, provided they do so within 7 days of purchase and none of their children have used Maths.co.uk.

## **Renewals**

To avoid any unnecessary disruption to children using your account, your account will automatically renew. You will be notified when your account is going to be renewed. You will be notified by email, by an alert on your screen and also by letter. To cancel your account and to stop it from renewing, please email [support@maths.co.uk](mailto:support@maths.co.uk) or call us on 0208 432 9529.

## **When a Free Trial Ends**

A free trial account gives schools an opportunity to trial our software. There is no obligation to buy a paid account when a free trial ends.

## **Contact Us**

If you have any questions about this Agreement, please contact us.