

# ConquerMaths Terms & Conditions

The use of the subscription services available on this website (the "Service") is governed by these terms and conditions. Please read these terms and conditions carefully before subscribing to or using the Service. By subscribing you agree to the terms and conditions set out below.

Although the Service is suitable for children, we sell it to adults. If you are under 18 years of age, please ask your parent or guardian to subscribe on your behalf.

## 1. General information

For your convenience we have listed below some general information about ourselves:

Our full name:	Generic Maths Limited
Our postal address:	i4 Newcastle Enterprise Centres, East Quayside, Newcastle upon Tyne NE6 1LL
Telephone:	0191 228 6027 (international +44 191 228 6027)
Email:	<a href="#">Contact us</a>

Generic Maths Limited is a company registered in England and Wales under company registration number 05198642 with its registered office at i4 Newcastle Enterprise Centres, East Quayside, Newcastle Upon Tyne NE6 1LL.

## 2. Formation of contract

Set out below is a summary of the steps which you must follow in order to conclude a legally binding contract with us:

### (1) Browse our information

This website contains information about the Service which you will need to know before you subscribe including subscription types, current prices and special offers. The information about the Service on our website constitutes an "invitation to treat" and is not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in that information without liability to you. It also means that under no circumstances will we be contractually bound to supply you with the Service on the basis of any incorrect information, even if that information is repeated in your subscription.

### (2) Subscribe

You can subscribe by following the 'Join' (Parents) or 'Free Trial' (Teachers) buttons on our website and entering the relevant details. You will be asked to select the subscription type you wish to purchase, your preferred payment system (online or offline) and to provide your name and contact details. It is your responsibility to ensure that the information you provide is accurate and up to date. Please check your details carefully and if you are happy to proceed click "continue".

Please note we can only accept offline payment via postal orders and money order in UK pounds sterling, US dollars and Euros. We cannot accept any other form of offline payment including cheques.

### (3) Read our terms and conditions

It is your responsibility to read the legal terms on our website carefully and to raise any problems with us before you subscribe. This includes these terms and conditions, our terms and use and our privacy policy. You will be asked to confirm that you agree to our terms and conditions before you subscribe.

### (4) Submit your subscription

If you are happy to proceed with your subscription you should click 'Submit'. Input errors can be corrected at any time up to the point at which you submit your subscription by using the "back button" on your browser.

### (5) Wait for verification

On receipt of your subscription we will send you an email verification message confirming your details and informing you how to complete your subscription and activate your account. You may not assume we have accepted your subscription until we send you verification by email. Only if and when you receive verification will we have a binding contract between us. We will be entitled to refuse to accept your subscription if at our sole discretion we consider it necessary.

#### (6) Access your account

If you have been awarded a free trial, you may activate your account immediately and we will contact you at the end of the trial period to invite you to extend your subscription on payment of the appropriate fee. In all other cases payment must be received before you can access the Service. You will be sent written confirmation when payment has been received.

#### (7) Our Contract

The contract between us will consist of (1) these terms and conditions, (2) your subscription and (3) our verification ("Contract"). Our privacy policy, website terms of use and any additional legal terms or notices appearing on the Service or our website will also form part of the Contract between us.

We will not file the concluded Contract between us online and you should therefore print out and retain copies of each element of the Contract. We can only conclude the Contract with you and provide the Service to you in English and not in any other language.

### **3. General terms**

#### (1) Provision of the Service

Following formation of the Contract in accordance with Part 2 (and where appropriate payment of the Subscription Fee) you will be permitted to access the Service in accordance with the terms of our Contract.

Depending on the type of account you have, you may authorise up to the maximum number of users ("Students") specified within 'My Account' to use the Service at any one time, by notifying us of their details. You will be required to select a username and password ("ID") for each Student. You are permitted to add and remove Students and to change user names and passwords at any time during your subscription. You are responsible for all use of the Service by all such Students and anyone else using the ID. You must ensure the ID is kept secure and prevent unauthorised use of the ID.

If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of the ID, you must notify us immediately by emailing us at the address given in Part 1 above. If we believe that the ID is being used in any way which is not permitted under our Contract, we reserve the right to suspend access rights immediately on giving notice to you and to block access from the ID until the issue has been resolved.

We are continually seeking to improve the Service. We reserve the right, at our absolute discretion to make changes to any part of the Service provided it does not materially reduce its content or functionality.

#### (2) Limited rights to use content

All materials displayed on the Service ("Content") belong to us or our licensors. Students are permitted to:

Retrieve and display the Content on a computer screen in order to use the Service for their own personal use; and

Print individual pages on paper and store individual pages in electronic form on disk and on their computer.

Unless you have our prior written permission you (or any Student) are not permitted to:

Redistribute any of the Content (including by using it as part of any library, archive or similar service);

Retrieve and display or print the Content for anyone other than another Student;

Remove copyright or trade mark notices from any copies of the Content made under this Agreement;

Create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content; or

Except as expressly permitted above modify, reproduce, publish or in any way commercially exploit any of the Content.

Share their login /access with any other party.

Use a family subscription to provide tuition to other parties

Nor may you permit or enable a third party to do any of these acts on your behalf.

### (3) Subscription Fee

The fees payable for subscriptions ("Subscription Fee") as well as any applicable value added tax are as set out on our website from time to time. We reserve the right to vary the Subscription Fee upon renewal of your subscription by notice in writing.

The Subscription Fee is payable in advance. You may elect to pay the Subscription Fee online by credit or debit card or offline by postal order or money order in UK pounds, US dollars or Euros. We cannot accept any other form of offline payment (including cheques). We shall be under no obligation to provide the Service until the Subscription Fee has been paid in full.

If you have been awarded a free trial, you may access the service free during the trial period subject to the terms of this Contract. You may only benefit from one free trial and, if we discover that you have requested more than one free trial, you will become liable for payment of the annual Subscription Fee in full. When your free trial is close to its end we will contact you to ask whether you wish to subscribe to the Service.

For recurring subscriptions, unless you give notice of your intention to terminate your subscription prior to the end of your current subscription, your subscription will be automatically renewed for an additional equivalent term at the Subscription Fee notified to you. If you have elected to pay online, payment will be automatically debited from your account by our payment provider upon renewal. If your account details have changed, or if you have elected to pay offline and fail to pay the Subscription Fee before your current subscription expires then we may suspend your access to the Service until your Subscription Fee is paid.

### (4) Your right to cancel your Contract

ConquerMaths offer a 14-day period for members to assess the suitability of the service. You may cancel your Contract with us by notice in writing to our postal address or to [info@conquermaths.com](mailto:info@conquermaths.com) at any time up to the end of the fourteenth working day from the date on which the Contract is concluded.

Once you have notified us that you are cancelling your Contract, any Subscription Fee received by us in relation to the Contract will be refunded to you as soon as possible and in any event within 30 days of cancellation.

Members returning after allowing their subscription to lapse may re-activate their Contract but will not be entitled to receive an automatic refund.

Where you have chosen to join the service through an Annual Subscription paid in monthly instalments, you will be rebilled until such time as you cancel. You must make a minimum of 12 payments before you are entitled to cancel your account. Once you have completed 12 monthly payments, you may continue to use ConquerMaths at the reduced monthly rate but may cancel at any time. Should you terminate your agreement prematurely, the balance of the remaining months will become due immediately.

### (5) Chargebacks

Should a chargeback be unfairly instigated against GenericMaths through banks, card issuers or payment processing companies, GenericMaths will seek to recover any sums unfairly refunded as well as any fees charged by third parties for processing these requests. Additionally, GenericMaths will charge an administration fee of £20 +VAT per transaction and pursuant to section 69 of the County Courts Act 1984, interest will be charged at 8% above base rate on any monies owed from the date of chargeback.

### (6) Warranties

We warrant that:

we will use reasonable skill and care in making the Service available to you and ensuring its availability to you during your subscription; and

we have the right to permit you to use the Content in accordance with these terms and conditions.

Because of the nature of the Content, the sources from which it is obtained, and the nature of the Internet, errors and omissions may occur and we do not give any other warranties in relation to the Service. In particular, (but without limitation):

we do not warrant the accuracy and completeness of the Content;

we do not warrant that the Service will be continuously available or that your use of the Service will be uninterrupted or error free; and

we do not warrant that the Service will be free from infection by viruses or anything else with contaminating or destructive properties or that the Service will be free from attack.

Accordingly, to the fullest extent permitted by law, we exclude all representations, warranties, conditions and other terms which but for these terms and conditions might have effect in relation to the Service.

#### (7) Limitation of Liability

If you notify us of a fault in relation to the Service during your subscription, we will, at our option:

Use reasonable endeavours to remedy the fault, or

Terminate your access to the Service and refund to you the whole or part of the any Subscription Fee paid by you in relation to the Service.

Except as set out above, we shall have no liability to you, to any Student or any other person for any direct or indirect loss, damage or expense (including without limitation loss of opportunity, loss of profits or anticipated revenue or earnings, loss of data, business or goodwill) howsoever arising out of any fault or problem relating to our website, the Content or the Service.

If a court does decide we are liable to pay compensation, that compensation will be limited to the amount of any Subscription Fee paid by you in relation the Service.

Nothing in this paragraph of these terms and conditions (or in any other paragraph) is intended to limit any rights you (or any Student) might have as a consumer or other statutory rights that may not be excluded by law, nor in any way to exclude or limit our liability for any death or personal injury resulting from our negligence or for fraudulent misrepresentation.

#### (8) Termination

Provided that we give you a pro-rata refund of any Subscription Fee already paid by you, we may give notice terminating our Contract if:

the Service is discontinued or unavailable for any reason;

we are unable for any reason to provide the Service to customers in your area; or

the Service to which you have subscribed was listed at an incorrect price due to a typographical error or any other error in the pricing information.

We may give notice terminating our Contract (or suspending access to the Service), without giving any refund of the Subscription Fee, if we reasonably believe you (or any Student) have committed a material breach of any term of this Contract, including, without limitation, misuse of Content in breach of Part 3 paragraph (2), or permitting an unauthorised third party to use the ID in breach of Part 3 paragraph (1).

On termination, cancellation or expiry of this Contract you (or any Student) shall no longer be permitted to access the Service. Upon request by us you shall, at our option, destroy or return to us any copies of the Content made by you or any Student.

Where you have agreed to join ConquerMaths for 12 months, paid in monthly instalments, you must continue to make payments each month until you have completed a minimum of 12 monthly payments. Should you terminate your agreement prematurely, the balance of the remaining months will become due immediately.

#### (9) Resale / Wholesale / Agents

Resale of any individual student account that makes up part of a bulk account (e.g. School or Learning Centre subscription) is prohibited under the terms of this agreement except where explicitly granted through an agency agreement or through specific agreement with any school or entity through a Schools Resale Agreement.

GenericMaths Ltd. reserves the right to claim against loss of income where any entity resells any part of the ConquerMaths product for profit where a Reseller/Agent/School Resale Agreement is not in place.

#### (10) Privacy Policy

Any information you provide about yourself to us will be used by us in accordance with our Privacy Policy. Please read our privacy policy carefully.

#### (11) Notices

All notices shall be given to us via email at the address given in Part 1 above; or to you at either the email or postal address you provide during the subscription process.

Notices shall be deemed received when an email is received or 3 days after the date of posting.

#### (12) General

We may transfer and/or assign our rights and/or obligations under this contract. This will not affect your rights under this contract. You (or any Student) may not transfer any of your rights or obligations under this Contract without our prior written consent.

If you breach this contract and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this Contract.

This Contract (as defined in Part 2 paragraph (7)), represents the entire terms agreed between the parties in relation to its subject matter and may be amended only by our agreement in writing.

In the event of a conflict between these terms and conditions and our terms of use, privacy policy or any other legal terms or notices appearing on the service or our website these terms and conditions shall prevail.

We shall have no liability to you for any failure to deliver the Service to you or for any delay in doing so that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

If any part of this Contract is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of this Contract will not be affected.

Our licensors may enforce these terms and conditions subject to and in accordance with the provisions of the UK Contracts (Rights of Third Parties) Act 1999.

Save as provided in the preceding paragraph, a person who is not a party to this Contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

This contract shall be governed by and construed in all respects in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.