



Terms and Conditions

Welcome to BrainySpinach Math and our website at www.brainyspinach.com. These Terms and Conditions (the “Terms”) constitute a legal agreement between you and BrainySpinach Math Ltd, trading as BrainySpinach Math (hereinafter, “we”, “us”, “our” and “BrainySpinach Math”) of 2, Oban Drive, Blackburn, England, BB1 2HY, governing the use of our website and our Services. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website immediately.

1. Terms of use

- 1.1. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use our website on these Terms.
- 1.2. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our website, you agree and acknowledge that:
 - 1.2.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
 - 1.2.2. you shall ensure that all Users of your Account abide by these Terms.
- 1.3. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 1.4. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our website or your Account at any time, or remove or edit content on our website or on any of our affiliated websites.
- 1.5. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our website or any other products, prices, services, affiliated websites and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 1.6. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our website or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.
- 1.7. The following additional terms also apply to your use of our website and form part of these Terms:
 - 1.7.1. Our Safeguarding Policy;
 - 1.7.2. Our Privacy Policy;
 - 1.7.3. Our Cookie Policy;

2. Payment, Fees and Refunds

- 2.1. Some Services may require payment of fees before you can access or use them (“Fees”). These Fees will be notified to you through our website.
- 2.2. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our website or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our website or any of the Services.
- 2.3. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of Fees.
- 2.4. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 2.5. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption or error in



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connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

- 2.6. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 2.7. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees.

3. Distance contracts and cancellation right

- 3.1. You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period: beginning upon the submission of your offer; and ending at the end of 14 days after the day on which the contract is entered into, subject to this Agreement. You do not have to give any reason for your withdrawal or cancellation.
- 3.2. You agree that we may begin the provision of services before the expiry of the period referred to in this Section, and you acknowledge that, if we do begin the provision of services before the end of that period, then: if the services are fully performed, you will lose the right to cancel referred to in this Section; if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section.
- 3.3. In order to withdraw an offer to contract or cancel a contract on the basis described in this Section, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 3.4. If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Agreement.
- 3.5. We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund. We will process the refund due to you as a result of a cancellation on the basis described in this Agreement without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

4. Camps (Math Camps and Roblox Camps)

- 4.1. **Registration.** Registrations for our Camps must be made in writing via the online form, or in exceptional circumstances via e-mail. The registration is a binding offer. A contract is only concluded when we accept the offer. The booking will be confirmed in writing. Whilst we are offering our services to Children, the protection and safety of Children using our services is our priority. In order to register for our Service, you must i) be at least eighteen (18) years old and able to enter into contracts; ii) complete the registration process; iii) agree to the terms and conditions set forth in this Agreement; and iv) provide true, complete, and up to date legal and contact information.
- 4.2. Parents or legal guardians must register, any youngster under the age of 18 wishing to register must do so only through their Parents or legal guardians.
- 4.3. **Description of the Camps.** A description of the Camps together with the dates on which the Camps will begin are available on our website. We will provide the Camps with reasonable care and skill in accordance with the description set out on the website. We expect you to confirm that the service you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or other opportunity or skill from your purchase and completion of the Camps.



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- 4.4. **Changes.** We reserve the right to vary or withdraw any of the services described on the website without notice.
- 4.5. **Booking Cancellation.** You may cancel a Booking up to 72 hours prior to your Camps taking place and we will offer you a gift certificate to allow you to reschedule to another date that is more convenient for you. Please note that we only offer refunds if you cancel your contract within the statutory described Cooling off Period of 14 days of your booking (see above). To request a refund in reliance of the 14 Days cooling off period, it is sufficient for you to contact us. If you cancel with less than 72 hours prior to your Math Camps taking place or not at all show up at the time of your booking (“No Show”) or are longer than 30 minutes late without notifying us in good time (“Late”), you will not be eligible to reschedule your Camps to another date and no requests of reimbursement or liability or recourse claims can be made against us.

5. Your relationship with BrainySpinach Math

- 5.1. BrainySpinach Math operates a service linking students to tutors. Whether or not a service is offered and/or accepted is entirely at the discretion of the Users. BrainySpinach Math has no control over this process. Services are provided by BrainySpinach Math directly to users, who determine the deliverables and all other requirements.
- 5.2. BrainySpinach Math merely provides the technical and organisational infrastructure to ensure the proper conduct of transactions on the platform.
- 5.3. BrainySpinach Math does not itself become a contracting party to the contracts concluded exclusively between the users. The performance of contracts concluded with BrainySpinach Math is also exclusively between the users.
- 5.4. The users themselves are responsible for compliance with legal requirements and the assertion of claims arising from the contracts they have concluded. In particular, BrainySpinach Math does not guarantee:
 - 5.4.1. the accuracy and completeness of the statements and declarations made in relation to the items offered,
 - 5.4.2. the items offered as such; and
 - 5.4.3. the conduct and performance of the offering third party.
- 5.5. Users are required to comply with applicable laws when using the website and Service. It is each user's own responsibility to ensure that their offers are lawful and do not infringe the rights of third parties.
- 5.6. Users may not use addresses, contact details and e-mail addresses obtained through the use of BrainySpinach Math for any purpose other than contractual and pre-contractual communication. In particular, it is forbidden to resell this data or use it to send advertising, unless the respective user has expressly consented to this in advance.
- 5.7. The content published on BrainySpinach Math by the respective users is generally not reviewed by BrainySpinach Math and does not represent the opinion of BrainySpinach Math.
- 5.8. BrainySpinach Math can only perform a limited review of the data provided by users. Therefore, no guarantee can be given for the accuracy of the data provided by the respective users.
- 5.9. Insofar as offers and content are also to be displayed on mobile end devices, BrainySpinach Math has the right to technically edit, prepare and adapt offers and content of users in such a way that they can also be displayed on mobile end devices or software applications of third parties. The users themselves are responsible for the offer of the offers on mobile end devices.

6. Child Protection

- 6.1. BrainySpinach Math seeks to provide the best service possible and provide a safe experience in which children can learn.
- 6.2. Any User who is the parent of a child under the age of 18 who has a Lesson with BrainySpinach Math should not leave the child in the sole care of BrainySpinach Math.



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- 6.3. All those associated with BrainySpinach Math, including Users and Students, must comply with The Tutors' Association Safeguarding Policy, whether or not they are a member of The Tutors' Association, and all relevant legislation and government guidance. The Policy can be found at this link: https://img1.wsimg.com/blobby/go/1a668a6b-1c3c-4fdd-ad54-243a369a420a/downloads/1cksgq6k5_30316.pdf
- 6.4. If any User has a concern regarding child protection, they should contact BrainySpinach Math immediately.
- 6.5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

7. Uploading content to our website

- 7.1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our website complies with our Privacy Policy, Safeguarding Policy, the GDPR/DPA and any other applicable laws.
- 7.2. You are fully responsible for your content uploaded to our website. We will not be responsible, or liable to any third party, for:
 - 7.2.1. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our website; or
 - 7.2.2. the loss of any content or data provided to us by you. You should keep a record of all such content and data.
- 7.3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymised and used only for the purposes of improving the Services and our response to users of the website.
- 7.5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our website constitutes a violation of their rights under Applicable law.
- 7.6. We have the right to delete any content uploaded to our website if, in our opinion, it does not comply with the content standards set out.

8. Technical requirements and responsibility

- 8.1. Users are responsible for ensuring that the technical requirements for access to and use of the respective services are met.
- 8.2. This applies in particular to the hardware and operating system software used, the compatibility with Roblox, the connection to the Internet, the firewall settings (if any) and the current browser software. The user shall carry out necessary and reasonable adjustment measures himself/herself and shall bear the costs for the Internet connection in order to be able to access the online course.
- 8.3. BrainySpinach Math does not guarantee that the services offered can actually be used with the user's device.

9. Prohibited uses

- 9.1. You may use our Services only for lawful purposes. You may not use our Services:
 - 9.1.1. in any way that breaches any applicable local or international laws or regulations;
 - 9.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 9.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and



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- 9.1.4.to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 9.2. You also agree:
 - 9.2.1.not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
 - 9.2.2.not to access without authority, interfere with, damage or disrupt:
 - 9.2.3.any part of our website;
 - 9.2.4.any equipment or network on which our website is stored;
 - 9.2.5.any software used in the provision of our website; or
 - 9.2.6.any equipment or network or software owned or used by any third party.
- 9.3. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
 - 9.3.1.save for internal distribution amongst your employees and persons authorised by you for your internal business purposes, and any other purposes contemplated under these Terms or the website, not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our website or any of the contents therein for any commercial or other purposes;
 - 9.3.2.not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our website nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our website or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
 - 9.3.3.not to provide or otherwise make available our website in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
 - 9.3.4.to include our copyright notice on all entire and partial copies you make of our website on any medium;
 - 9.3.5.to comply with all applicable technology control or export laws and regulations; and
 - 9.3.6.not to disrupt, disable, or otherwise impair the proper working of the Services, our website or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

10. Reliance on Information

- 10.1.The Services are intended to provide general information and entertainment only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Services.
- 10.2.The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

11. Intellectual Property

- 11.1.You agree that the website and all Services provided by us are the property of BrainySpinach Math including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.
- 11.2.To make the website and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative



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works of any content you publish, upload, or otherwise make available to the website ("Your Content"). We claim no further proprietary rights in your Content.

- 11.3. If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

12. Warranties

- 12.1. While we make all efforts to maintain the accuracy of the information on our website, we provide the Services, website and all Related Content on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 12.2. As part of the Services, you may communicate with Third Parties and have access to Third Party's Advice. Any information about Third Parties is provided on an "as is" basis, based on information provided to us by the Third Parties. We do not make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness or correctness of any Third Party or Third Party's Advice.
- 12.3. You acknowledge that Third Parties are not our agents or employees and all Third Parties are solely responsible for any Third Party's Advice. No Third Party is authorized to make any statement or representation for and on behalf of us. While we have conducted basic checks on Third Parties, we do not make any representations or warranties as to the qualifications or experience of any Third Party and you are encouraged to conduct your own due diligence on each Third Party, including whether such Third Party and Third Party's Advice is relevant or suitable for your needs.
- 12.4. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our website, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

13. Limitation of liability

- 13.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any Related Content. You expressly agree that your use of the Services and our website, including reliance on any Third Party's Advice, is at your sole risk.
- 13.2. We do not assist with dispute resolution between any you and any Third Party and are not obliged at any time to adjudicate on any such dispute. In the event of any dispute, you are responsible for contacting the relevant Third Party. Without prejudice to the foregoing, we remain entitled at all times to investigate at our discretion any complaint regarding the use of our website or any suspected unlawful activity and to take any action that we deem appropriate, including to file a report with the appropriate authorities.
- 13.3. You agree not to use the Services, our website and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our website or any other website or software) for:
 - 13.3.1. loss of profits, sales, business, or revenue;
 - 13.3.2. business interruption;
 - 13.3.3. loss of anticipated savings;
 - 13.3.4. loss or corruption of data or information;
 - 13.3.5. loss of business opportunity, goodwill or reputation; or
 - 13.3.6. any other indirect or consequential loss or damage.
- 13.4. Nothing in these Terms shall limit or exclude our liability for:
 - 13.4.1. death or personal injury resulting from our negligence;
 - 13.4.2. fraud; and/or



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- 13.4.3.any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 13.5.Our website is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 13.6.These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our website. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

14. Indemnity

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our website, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms (including our Privacy Policy, Safeguarding Policy or Cookie Policy) or any laws or regulations or otherwise.

15. Other Important Terms

- 15.1.We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 15.2.You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 15.3.No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 15.4.These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 15.5.If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.6.Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 15.7.These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.