

Edblocks Term of Use

Updated on: 01 Aug 2024

Effective from: 01 Aug 2024

Edblocks is an online learning platform for personal use and primarily created for kids 4-12 years old.

These Terms of Use tell you the rules on you which you can access and use the Edblocks website at www.edblocks.uk and www.edblocks.online.

Acceptance of Terms

By accessing the Edblocks website, you agree to the terms outlined herein. Please review these terms thoroughly before using the website or placing an order. If you disagree with the terms, you are advised not to use the Edblocks website. It is recommended that you print or save a copy of these terms for future reference.

Additional Applicable Terms

These Terms of Use include our Privacy Policy that apply to your use of our website and services. This policy details how we handle the personal data we collect from you or that you provide to us. By utilising the Edblocks website, you consent to this processing and confirm the accuracy of the data you supply.

Who We Are

The Edblocks website and its associated services are managed by Edblocks Group Ltd., registered under company number 15834777, located at 9 Weald Gardens, Four Elms Road, Edenbridge, Kent, United Kingdom, TN8 6AB.

Contacting Us

You can reach us via email at support@edblocks.uk.

Contacting You

Should we need to contact you, we will do so by telephone or by writing to the email or postal address you provided during your order.

Definitions

1.1. For clarity in these Terms of Use, the terms listed below are defined as follows:

"Effective Date" refers to the date on which we first provided you with access to the Licensed Materials;

"Information" encompasses all types of confidential or proprietary documents, materials, software, code, and other information that one Party reveals to or acquires from the other in relation to these Terms of Use;

"Intellectual Property" includes all forms of intellectual property rights, such as patents, trademarks, design rights, copyright, database rights, domain names, rights in topography, and similar rights, whether these are registered or not. This also includes the associated goodwill, the right to apply for and secure registration of these rights, and any extensions or renewals of such rights globally;

"Licensed Materials" refers to all the content that you have accessed through our Platform, which includes texts, data, questions, interactive elements, images, and audio or video files as detailed in your online account;

"Parties" denotes both you and us, with "Party" being used to refer to either you or us individually;

"Platform" is the interactive online service we provide, through which you gain access to the Licensed Materials;

"Software" signifies the software we provide as part of the Platform, which may include periodic updates and modifications;

"Subscription Fees" are the fees you pay for the User Subscriptions as specified in your order;

"Term" is defined in clause 16.1 of these Terms;

"User Subscriptions" are the subscriptions that allow Users to utilise the Platform and the Licensed Materials in accordance with these Terms of Use;

"Users" are individuals authorised by you to use the Platform and to access and use the Licensed Materials;

"Virus" includes any software, code, file, or program that could disrupt or negatively affect the operation of any computer software, hardware, or network, or any telecommunications services or devices. This definition encompasses any malicious code that might compromise the integrity, accessibility, or performance of any program or data;

"Working Day" is defined as any weekday from Monday to Friday, excluding all public and bank holidays observed in England and Wales;

"you," "your" refers to any parent, pupil, or other individual who accesses our website or is authorized to use our Platform.

Contract

2.1 We authorise your use of the Platform and the Licensed Materials contingent upon your acceptance of these Terms of Use. By subscribing, you consent to adhere to these Terms of Use.

Licensed Materials

3.1 In accordance with the limitations and duties detailed in these Terms of Use, we provide you a non-transferable, non-exclusive right allowing Users to access and utilize the Licensed Materials starting from the Effective Date throughout the duration of the Term. This right is exclusively for the use of the Licensed Materials by the Users.

3.2 You are prohibited from assigning sublicenses or sharing any of the Licensed Materials with anyone other than Users, either wholly or partially.

3.3 At any time, we reserve the right to demand the deletion or modification of any Licensed Materials that you have been permitted to use under these Terms.

3.4 We retain all rights related to the Licensed Materials not specifically granted to you here, as well as any future rights that may arise, whether considered at the time of these Terms of Use or developed later. All such rights are explicitly reserved by us.

3.5 Should we determine that your use of the Licensed Materials potentially violates the intellectual property rights of a third party or contravenes any relevant laws or regulations, we may require you to immediately stop using the Licensed Materials. Depending on the situation, we may:

- (a) Offer you alternative Licensed Materials to circumvent any infringement issues;
- (b) Cease the agreement forthwith by providing you written notice concerning the impacted Licensed Materials.

License to Use the Platform

4.1 In accordance with the limitations and responsibilities described in these Terms of Use, we grant you a non-exclusive, non-transferable license to allow Users to access and use the Platform starting from the Effective Date for the duration of the Term.

4.2 Unless otherwise permitted by any law that cannot be waived by agreement between the Parties, you are prohibited from, nor may you allow others to:

(a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute any or all parts of the Software in any form or by any means;

(b) rent, lease, sublicense, sell, assign, pledge, transfer, or otherwise dispose of the Software, whether temporarily or permanently;

(c) translate, reverse engineer, decompile, disassemble, unbundle, alter, or create derivative works from the Software, unless explicitly allowed by law;

(d) alter, remove, or conceal any proprietary notices or labels on or within the Software, the Platform, and the Licensed Materials;

(e) use any part of the Platform and/or the Licensed Materials to create a competing product or service.

4.3 You agree to make every reasonable effort to prevent unauthorized access to or use of the Platform and/or the Licensed Materials and to promptly inform us of any such unauthorized access or use.

4.4 All rights not explicitly granted in these Terms of Use are retained by us.

Users

5.1 Regarding the Users, you commit to ensure that:

(a) No User Subscription will be utilised by more than a single individual unless it is entirely transferred to a different individual, after which the initial User will forfeit all rights to access or use the Platform and/or the Licensed Materials.

(b) Each User will maintain a secure password for accessing the Platform and the Licensed Materials.

Delivery of The Platform

6.1 We commit to making the Platform and the Licensed Materials accessible continuously, 24/7, barring any scheduled or emergency maintenance periods.

6.2 We retain the authority to alter, modify, or replace the Platform at any time as necessary to comply with legal and regulatory requirements.

6.3 We will not be held accountable for any disruptions or failures in providing the Platform if such disruptions or failures are due to your negligence or a violation of any terms within these Terms of Use.

6.4 The security of the our website against bugs or viruses is not guaranteed. You are responsible for properly configuring and securing your computing resources to access the Edblocks website and are advised to implement your own malware protection measures.

Permissible Use

7.1 You are granted a limited, non-transferable license to access and use the Edblocks Platform and its Licensed Materials strictly for your personal, non-commercial educational purposes.

7.2 You may not use the Edblocks platform or its content for commercial purposes or gains such as selling access to the platform or its content, or offering services that use the platform as a primary resource for monetary gain.

7.3 You must not engage in activities that interfere with or disrupt the proper working of the platform, or that use automated systems to send more requests to the Edblocks servers than a human can reasonably produce in the same period using a conventional online web browser.

7.4 You must not attempt to gain unauthorized access to the platform's systems or any user accounts, or sharing account credentials with others not authorized by these terms.

7.5 You are prohibited from accessing, storing, distributing, or transmitting any Viruses during your use of the Platform and the Licensed Materials.

7.6 At our sole discretion, we will assess whether there has been a violation of these acceptable use policies through your or any User's interactions with the Platform. Should a violation be identified, we reserve the right to undertake measures we consider suitable.

Exercising Your Consumer Right to Cancel

8.1 As a consumer purchasing products online, you are entitled to change your mind within 14 days and obtain a refund. This right is protected under the Consumer

Contracts Regulations 2013, which are detailed further below.

8.2 The ability to change your mind and cancel does not extend to digital products once you begin to download, access, or stream them.

8.3 You have a 14-day period to change your mind that starts on the day we provide you access to the Licensed Materials or when you begin downloading, accessing, or streaming them, whichever comes first. Should we provide immediate access to the Platform and/or the Licensed Materials and you accept this condition, you forfeit the right to change your mind.

Links to Third-Party Recourses

9.1 When the Platform or any Licensed Materials provide links to websites and resources owned by third parties, these links are solely for informational purposes for you and the Users. These links do not signify our endorsement of the content or information accessible via these websites. We do not have any authority over or responsibility for the content or availability of these external sites or resources.

Our Obligations

9.2 We commit to ensuring that the Platform and the Licensed Materials are developed with competent professionalism and care.

9.3 This commitment does not extend to issues resulting from improper use of the Platform or Licensed Materials that deviates from our guidelines, or any modifications or alterations made by anyone other than ourselves or our approved contractors or agents. Should the Platform or Licensed Materials fail to adhere to our standards due to these reasons, we will endeavor to rectify any such discrepancies promptly at our own cost, or alternatively, provide you with a different solution to achieve the intended outcomes. However, it should be noted that we:

(a) do not guarantee that the Platform or the Licensed Materials will operate without interruptions or errors, nor that they will necessarily fulfill all your specific needs;

(b) do not claim that using the Platform or the Licensed Materials will guarantee success in examinations or acceptance into educational institutions;

(c) accept no responsibility for delays, failures in delivery, or any other types of loss or damage that arise from data transmission issues over communication networks, including the internet. You acknowledge that the use of the Platform and access to the Licensed Materials can be affected by inherent issues in such communication networks.

Your Obligations

10.1 You are required to:

- (a) Utilise the Platform and the Licensed Materials strictly for your own internal purposes, adhering to the stipulations of these Terms of Use.
- (b) Follow our guidance and comply with any applicable laws, regulations, and licenses when using the Platform and the Licensed Materials.
- (c) Refrain from altering, modifying, or enhancing the Licensed Materials without our explicit prior written approval.
- (d) Not resell or distribute the Licensed Materials.
- (e) Restrict the use of the Platform and the Licensed Materials exclusively to authorized Users, ensuring no third-party access.
- (f) Maintain the security of the Licensed Materials once downloaded, actively preventing and addressing any unauthorized access, copying, modification, storage, reproduction, display, or distribution of these materials.
- (g) Prohibit and prevent Users from displaying, uploading, or incorporating any Licensed Materials on any websites or online platforms (be it personal, public, or commercial) without our direct written permission.
- (h) Guarantee that Users comply with the terms of these Terms of Use when using the Platform and the Licensed Materials, and take responsibility for any breaches of these terms by Users, including preventing any unauthorised disclosures.
- (i) Assume full responsibility for establishing and maintaining your network connections and telecommunications links to our data centers, addressing any issues, delays, failures, or damages that arise from or relate to these connections or the internet.

Payment and Subscription Fee

11.1 You are required to pay the Subscription Fees as detailed in clause 11.

11.2 Unless agreed otherwise, you must provide valid, current, and complete credit or debit card information, along with accurate contact and billing details on the date you order access to the Platform and the Licensed Materials. By submitting this payment information, you authorize us to charge the provided credit or debit card for the Subscription Fees on the Effective Date for the duration of the Term.

11.3 The fees and amounts described in these Terms of Use:

- (a) Include Value Added Tax and any other applicable taxes, duties, and assessments, which you must pay as required by law;
- (b) Are to be paid in pounds sterling;
- (c) Are non-cancellable and non-refundable.

11.4 If you fail to make any payment by the scheduled due date, we reserve the right to suspend your and any User's access to the Platform, the Licensed Materials, and any other services provided under or in connection with these Terms of Use.

11.5 We will bill you for a subscription fee on a monthly rolling basis starting from the date you subscribe, subsequent to any free trial period. This subscription will automatically renew each month until you opt to cancel it.

Cancelation Policy

12.1 Subscriptions can only be cancelled through the parent portal by the account holder responsible for the payments.

12.2 After a subscription is cancelled, we will cease to bill the customer for any future periods.

12.3 Customers will maintain access to the Platform until the end of their current paid subscription period, even after cancellation.

12.4 Customers are not entitled to a refund for any subscription payments made prior to the cancellation. For clarity, if a customer is on a monthly subscription and cancels halfway through a billing cycle, for example, 15 days into a 30-day period, they will continue to have access to the Platform for the remaining 15 days of that cycle but will not receive any refund for that period. Access to the Platform will end once these 15 days expire, and no further charges will be applied.

Intellectual Property Rights

13.1 All information, intellectual property, and any other rights related to the software, the platform, the licensed materials, and any other services offered through or in connection with these Terms of Use are exclusively owned by us or our licensors. You will not obtain any rights, title, or interests in these items except as explicitly allowed under these terms.

13.2 Despite your subscription to access the platform and licensed materials, you are not permitted to save, copy, screenshot, or download any licensed material. You are also prohibited from sharing or distributing the licensed materials and from sharing user logins with any third party.

Confidentiality

14.1 Each party may receive Confidential Information from the other to fulfill its duties under this Agreement. Confidential Information does not include information that:

14.1.1 becomes public knowledge through no fault of the recipient;

14.1.2 was already in the possession of the recipient legally prior to its disclosure;

14.1.3 is received from a third party legally and without confidentiality restrictions;

14.1.4 is independently developed by the recipient, as evidenced by written documentation;

14.1.5 must be disclosed due to legal obligations or as required by any court with appropriate jurisdiction or any governmental or regulatory authority.

14.2 Each party agrees to maintain the confidentiality of the other party's information, not disclosing it to any third party nor using it for any purpose outside those outlined in this Agreement, unless legally required.

14.3 Each party commits to using reasonable efforts to prevent any unauthorised sharing or use of the other's Confidential Information that could violate the terms of this Agreement.

Liabilities

15.1 We provide no warranties or assurances beyond those detailed in Clause 9. You accept that all implied warranties and conditions are excluded as far as the law allows.

15.2 This Clause 16 outlines our total financial responsibility, which includes liability for any actions or inactions by our employees, agents, subcontractors, and licensors in relation to:

15.2.1 Any violation of this Agreement;

15.2.2 Any application or utilization by you of the Platform, the Software, or any component thereof.

15.3 We disclaim all liability for any losses or damages, including indirect or consequential losses, that result from your inability to use the Platform or from any

inaccuracies in any part of the information provided on the Platform.

15.4 Subject to the provisions of Clause 15.3, our maximum liability for any losses arising from our breach of this Agreement, negligence, or under Clause 15.2 is limited to the amount of the Subscription fees you have paid, or the equivalent amount of such fees.

Termination

16.1 These Terms of Use will begin on the Effective Date and continue for the subscription period you select upon ordering access to the Platform and Licensed Materials (the “Term”), unless terminated earlier as provided in these terms.

16.2 Either party may terminate these Terms of Use at any time by providing immediate notice to the other party if:

- a. The other party fails to make any required payment on its due date.
- b. The other party commits a material breach that is either irremediable or, if remediable, is not remedied within fourteen (14) days after receiving notice requiring remedy of the breach.

16.3 We reserve the right to terminate these Terms of Use, in whole or in part, or your access to the Platform and/or Licensed Materials:

- a. Immediately upon written notice to you, if such termination is necessitated by legal or regulatory requirements.
- b. By giving you fourteen (14) days' prior written notice if we or our third-party suppliers are about to discontinue, or will no longer provide, any products or services essential to the Platform or Licensed Materials.

16.4 Termination of these Terms of Use will not affect any rights or liabilities accrued by either party prior to the date of termination.

16.5 At our discretion, we may suspend the provision of the Platform, access to the Licensed Materials, or any related services temporarily, without terminating these Terms of Use. We will notify you of such suspension either orally or in writing. This suspension does not preclude our right to terminate these Terms of Use subsequently.

16.6 Upon the termination of these Terms of Use for any reason, you are required to:

- a. Immediately stop using the Platform and the Licensed Materials.
- b. Promptly settle any outstanding payments owed under these Terms of Use.

c. Return or destroy all information and materials provided under these Terms, including the Licensed Materials and any documents containing such information, along with all copies (both electronic and physical). You must also provide written confirmation of these actions upon request.

16.7 Any rights, remedies, obligations, or liabilities that have accumulated up to the point of termination, including the right to seek damages for breaches of these Terms of Use that occurred on or before the date of termination, will remain valid and enforceable.

16.8 Any provisions of these Terms of Use that are intended to survive termination, or that inherently should survive termination, will continue to be in effect after termination.

Force Majeure

17.1 We are not liable for any failure to fulfill our obligations under these Terms of Use, nor for any disruptions in our operations, if such failures or disruptions arise from circumstances beyond our reasonable control. This includes, but is not limited to, natural disasters, acts of God, wars, riots, civil disturbances, industrial disputes not limited to our own workforce, failures in public utilities or transport networks, laws or government orders, equipment or machinery breakdowns, fires, floods, storms, and defaults by suppliers or subcontractors.

General Provisions

18.1 You are prohibited from assigning or transferring these Terms of Use or any obligations under it, in whole or in part, without our explicit prior written approval.

18.2 Our failure to immediately enforce any provision of these Terms of Use or to act against you for your non-compliance does not waive our right to enforce such provisions or act against you at a future time. For instance, if you fail to make a payment and we do not pursue it immediately but continue to provide the Platform and Licensed Materials, we still retain the right to require payment at a later stage.

18.3 The headings used in these Terms of Use serve solely for organizational purposes and do not influence the interpretation of any section.

18.4 We reserve the right to assign, transfer, charge, subcontract, or otherwise handle our rights or obligations under these Terms of Use at any time.

18.5 Should any part of these Terms of Use be found illegal, invalid, or unenforceable, that part will be deemed severed, and the remainder will continue in full force. Both parties agree to work together to create a valid and enforceable provision that

reflects the original intent as closely as possible.

18.6 These Terms of Use establish rights and obligations solely between you and us; no third party is entitled to enforce any of its terms.

18.7 These Terms of Use are governed by English law. You may initiate legal proceedings related to these Terms in the English courts. If residing in Scotland, legal proceedings may be brought in either the Scottish or English courts, and if in Northern Ireland, in either the Northern Irish or English court.