

## ***Learn to read with Pip* Terms and Conditions of Use**

Effective as from 1 May 2013

1. Introductions
2. Changes to the Agreements
3. Enjoying Learn to read with Pip
  - 3.1 Subscriptions
  - 3.2 Codes and other Limited Offers
  - 3.3 Trials
4. Licence and assignment
5. Third Party Applications
6. User generated content
7. Consideration
8. User Guidelines
9. Copyright infringement
10. Technology limitations and modifications
11. Export control
12. Payments, cancellations and cooling off
13. Term and termination
14. Warranty
15. Limitation
16. Entire agreement
17. Severability
18. Choice of law, mandatory arbitration and venue
19. Local Country chart

Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our Privacy Policy carefully. We hope you're sitting comfortably. Here we go...

### **1. Introductions**

Thanks for choosing Learn to read with Pip ("**Learn to read with Pip**", "**we**", "**us**", "**our**"). By using the Learn to read with Pip service, websites, or software applications (together, the "Learn to read with Pip Service" or "Service"), including by purchasing or receiving Codes or Limited Offers, you are entering into a binding contract with our local company in your country of residence (your "Local Country") if applicable or the company listed in this chart. Your agreement with us includes these Terms and Conditions of Use ("**Terms**") and our Privacy Policy (together with the Mobile Terms where applicable, the "**Agreements**"). If you don't agree with these Terms, then please don't use the Service.

We're pleased to make our Service available to you. The Learn to read with Pip Service includes social and interactive features. Learn more about the Learn to read with Pip Service [here](#).

In order to use the Learn to read with Pip Service, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian's consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws, and (c) be resident in the Local Country. You also warrant that any registration information that you submit to Learn to read with Pip is true, accurate and complete, and you agree to keep it that way at all times.

## 2. Changes to the Agreements

Occasionally we may, in our discretion, make changes to the Learn to read with Pip Service and Agreements. When we make changes to the Agreements that we consider material, we'll notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

## 3. Enjoying Learn to read with Pip

Here's some information about all the ways you can enjoy Learn to read with Pip.

### 3.1 Subscriptions

Learn to read with Pip account holders may access the Learn to read with Pip Service by any of our several Subscriptions:

- **Free Service:** a free-of-charge service with limit access to the full learning programme;
- **Unlimited Service Subscription:** a subscription fee-based service with complete access to the full learning programme;
- **Unlimited Service One-Off:** a one-time payment for a service with complete access to the full learning programme; or

The Unlimited Service Subscription and the Unlimited Service One-Off are hereinafter referred to as "Paid Subscriptions".

### 3.2 Codes and other Limited Offers

If you have purchased a code sold by or on behalf of Learn to read with Pip for access to the Unlimited Service for the time period indicated on your email, card or paper receipt ("Code"), or if you are accessing the service through some other limited offer which you received or purchased from Learn to read with Pip ("Limited Offer"), these Agreements apply to your access to the Service. Any separate sets of terms and conditions presented to you along with the Code or other Limited Offer also apply to your access to the Service using the Code or Limited Offer.

Subject to any rights you may have under Section 12, Codes are only redeemable in the country where you purchased such Code, not redeemable for cash and may not be returned for a cash refund, exchanged, resold or used to purchase other Codes.

### 3.3 Trials

From time to time, we may offer trials of the Unlimited Service for a specified period without payment (a "Trial"). Learn to read with Pip reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for the Premium Service on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through your Learn to read with Pip account's settings before the end of the Trial.

## 4. Licence and assignment

The Learn to read with Pip Service and the content provided through it are the property of Learn to read with Pip or Learn to read with Pip's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of the Learn to read with Pip Service and to receive the media content made available through the Learn to read with Pip Service in your Local Country, based on the Subscription or Trial you have selected (the "Licence"). This Licence shall remain in effect for a period of 20 years unless terminated by you or Learn to read with Pip.

The Learn to read with Pip software applications are licensed, not sold, to you, and Learn to read with Pip retains ownership of all copies of the Learn to read with Pip software applications even after installation on your Devices. Learn to read with Pip may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Learn to read with Pip trademarks, service marks, trade names, logos, domain names, and any other features of the Learn to read with Pip brand are the sole property of Learn to read with Pip. This Licence does not grant you any rights to use the Learn to read with Pip trademarks, service marks, trade names, logos, domain names, or any other features of the Learn to read with Pip brand, whether for commercial or non-commercial use.

You agree to abide by our User Guidelines and not to use the Learn to read with Pip Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

Third party software libraries included in the Learn to read with Pip Service are licensed to you either under these Terms, or under the relevant third party software library's licence terms as published in the help or settings section of our desktop and mobile client and on our website.

## **5. Third Party Applications**

The Learn to read with Pip Service provides a platform for third party applications, websites and services to make available products and services to you ("**Third Party Applications**"), and your use of these Third Party Applications is subject to their terms of use. You understand and agree that Learn to read with Pip is not responsible or liable for the behavior, features, or content of any Third Party Application.

## **6. User generated content**

Learn to read with Pip users may post, upload and/or contribute ("post") content to the Service, including pictures, text and playlist compilations ("**User Content**"). You represent that you have the right to post any User Content which you post to the Service, and that such User Content, or its use by us as contemplated by this Agreement, does not violate these Agreements, applicable law, or the intellectual property rights of others. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection with Learn to read with Pip. This license lasts until you terminate your Learn to read with Pip account, except in the case of User Content that you have published, made public and/or share with others. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the Learn to read with Pip Service, except that, where applicable under Local Country law, you agree to waive your right to be identified as the author of any User Content on the Learn to read with Pip Service and your right to object to derogatory treatment of such User Content.

Learn to read with Pip does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Learn to read with Pip's sole discretion, violates these Agreements. Learn to read with Pip may take these actions without prior notification to you. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

Learn to read with Pip is not responsible for User Content nor does it endorse any opinion contained in User Content. If you believe that any User Content infringes your intellectual property rights, please click [here](#), or if you believe that any User Content does not comply with the User Guidelines (Section 8 below) or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at [legal-feedback@Learn to read with Pip.com](mailto:legal-feedback@Learn to read with Pip.com).

## **7. Consideration**

In consideration for the rights granted to you under these Terms, you grant us the right (a) to allow the Learn to read with Pip Service to use the processor, bandwidth and storage hardware on your Device in order to facilitate the operation of the Service, (b) to provide advertising and other information to you, if you subscribe to the Free Service, and (c) to allow our business partners to do the same.

You grant Learn to read with Pip a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide licence to use, reproduce, make available to the public, publish, translate and distribute any User Content that you post on or otherwise provide through the Learn to read with Pip Service.

These Terms are not intended to grant rights to anyone except you and Learn to read with Pip, and in no event shall these Terms create any third party beneficiary rights. Any failure by Learn to read with Pip to enforce these Terms or any provision thereof shall not waive Learn to read with Pip's right to do so.

## **8. User Guidelines**

We've established a few ground rules for you to follow when using the Service, to make sure Learn to read with Pip stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

Learn to read with Pip respects intellectual property rights and expects you to do the same. This means, for example, that the following is not permitted: (a) Copying, reproducing, "ripping", recording, or making available to the public any part of the Learn to read with Pip Services or content delivered to you via the Learn to read with Pip Services, or otherwise any making use of the Learn to read with Pip Service which is not expressly permitted under these Terms; (b) using the Learn to read with Pip service to import or copy any local files you do not have the legal right to import or copy in this way; (c) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the Learn to read with Pip Services or any part thereof; (d) circumventing any technology used by Learn to read with Pip, its licensors, or any third party to protect content accessible through the Service; (e) renting or leasing of any part of the Services; (f) circumventing of any territorial restrictions applied by Learn to read with Pip; (g) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the Learn to read with Pip Service; (i) providing your password to any other person or using any other person's user name and password.

Please respect Learn to read with Pip and other users of the Learn to read with Pip Service. Don't engage in any activity on the Service or upload User Content, including registering and/or using a username, which is or includes material that (a) is offensive, abusive, defamatory, pornographic or obscene; (b) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property rights, privacy rights or proprietary rights of Learn to read with Pip or a third party; (c) includes personal data of third parties or is intended to solicit such personal data, (d) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (e) is intended or does harass or bully other users; (f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or misleading; (g) uses automated means to artificially promote content; (h) involves the transmission of unsolicited mass mailing ("spam"), junk mail, chain letter, or similar, including through the Learn to read with Pip inbox; (i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes; (j) promotes commercial products or services; (k) interferes with the Learn to read with Pip Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Learn to read with Pip's computer

systems or network, or breaches any of Learn to read with Pip's security or authentication measures, or (l) conflicts with the Agreement, as determined by Learn to read with Pip. You agree that Learn to read with Pip may also reclaim your username for any reason.

Please be thoughtful about what you make public on Learn to read with Pip. The Learn to read with Pip Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public, as further described in your account settings. Remember that shared or publicly available information may be used and re-shared by other users on Learn to read with Pip or across the web, so please use Learn to read with Pip carefully and manage your account settings regularly. Learn to read with Pip has no responsibility for your choices to make any actions or material public on the Service.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

## **9. Copyright infringement**

Learn to read with Pip respects the rights of intellectual property owners. For details on Learn to read with Pip's copyright policy, please [click here](#).

## **10. Technology limitations and modifications**

Learn to read with Pip will make reasonable efforts to keep the Learn to read with Pip Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Learn to read with Pip reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Learn to read with Pip Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Learn to read with Pip Service or any function or feature thereof. You understand and agree that Learn to read with Pip has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

## **11. Export control**

Learn to read with Pip's products may be subject to U.S. export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that you are (1) not located in Cuba, Iran, North Korea, Sudan, or Syria, and (2) are not a denied party as specified in the regulations listed above.

You agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Learn to read with Pip under these Agreements to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. This export control clause shall survive termination or cancellation of these Agreements.

## **12. Payments, cancellations and cooling off**

If you reside in a Local Country which is part of the European Union and have purchased a Paid Subscription or Code online, you have the right to change your mind and receive a full refund within fourteen (14) days of purchase (the "Cooling-off Period"), but only if you have not logged in or otherwise redeemed or started to consume them.

If you have a Paid Subscription, your payment to Learn to read with Pip will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your subscription page before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. However, if you cancel your payment and/or terminate the Terms after the Cooling-off Period is over (where applicable), and/or before the end of the subscription period, we will not refund any subscription fees already paid to us.

Learn to read with Pip may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the Learn to read with Pip Service after the price change takes effect, you accept the new price.

### **13. Term and termination**

These Terms will continue to apply to you until terminated by either you or Learn to read with Pip. Learn to read with Pip may terminate the Terms or suspend your access to the Learn to read with Pip Service at any time, including in the event of your actual or suspected unauthorised use of the Learn to read with Pip Service or non-compliance with the Terms. If you or Learn to read with Pip terminate the Terms, or if Learn to read with Pip suspends your access to the Learn to read with Pip Service, you agree that Learn to read with Pip shall have no liability or responsibility to you and Learn to read with Pip will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Learn to read with Pip account, please go [here](#).

### **14. Warranty**

We endeavor to provide the best service we can, but you understand and agree that THE LEARN TO READ WITH PIP SERVICE IS PROVIDED "AS IS", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE LEARN TO READ WITH PIP SERVICE AT YOUR OWN RISK. LEARN TO READ WITH PIP DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. In addition, Learn to read with Pip does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the Learn to read with Pip Service or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that Learn to read with Pip is not responsible or liable for any transaction between you and third-party providers of Third Party Applications or products or services advertised on or through the Learn to read with Pip Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from Learn to read with Pip shall create any warranty on behalf of Learn to read with Pip in this regard. Some aspects of this section may not apply in some jurisdictions.

### **15. Limitation**

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Learn to read with Pip Service, the Third Party Applications or the Third Party Application content is to uninstall any Learn to read with Pip software and to stop using the Learn to read with Pip Service, the Third Party Applications or the Third Party Application content.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LEARN TO READ WITH PIP, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES,

SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE LEARN TO READ WITH PIP SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER LEARN TO READ WITH PIP HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE LEARN TO READ WITH PIP SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO LEARN TO READ WITH PIP DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in these Agreements removes or limits Learn to read with Pip's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

## **16. Entire agreement**

These Agreements constitute all the terms and conditions agreed upon between you and Learn to read with Pip and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Learn to read with Pip are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Learn to read with Pip that are not contained in the Agreements.

Please note, however, that other aspects of your use of the Learn to read with Pip Service may be governed by additional agreements. That could include, for example, access to the Learn to read with Pip Community for customer support, access to the Learn to read with Pip Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances, which are listed in full here. Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms

Occasionally we may offer you the chance to participate in sweepstakes, contests, and surveys ("Special Promotions") through the Service. Special Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of a Special Promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

## **17. Severability**

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

## **18. Choice of law, mandatory arbitration and venue**

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Agreements are subject to the laws of Sweden, without regard to choice or conflicts of law principles. Further, you and Learn to read with Pip agree to the exclusive jurisdiction of the courts of Sweden to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user, the following mandatory arbitration provisions also apply to you:

- i. You and Learn to read with Pip agree that any dispute, claim or controversy arising out of or relating in any way to the Learn to read with Pip Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Learn to read with Pip are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your Learn to read with Pip account. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the “AAA Rules”), as modified by these Agreements, and as administered by the AAA. You and Learn to read with Pip agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.
- ii. You and Learn to read with Pip agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Learn to read with Pip Service are NOT subject to mandatory arbitration. Instead, you and Learn to read with Pip agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in San Francisco County, California or New York, New York, and that applicable California and/or Federal law shall govern, without regard to choice of law principles.
- iii. YOU AND LEARN TO READ WITH PIP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person’s claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
- iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the remainder paid by Learn to read with Pip. Any arbitration costs or fees deemed “excessive” will be paid by Learn to read with Pip.

Thank you for reading our Terms. We hope you enjoy Learn to read with Pip.

Copyright © 2013 Altitude Education Ltd. All rights reserved.

Altitude Education Limited, 1<sup>st</sup> Floor Thavies Inn House, 3-4 Holborn Circus, London EC1N 2HA, United Kingdom