

These terms of use ('**Terms**') apply to the '**LEARNERS CLOUD**' website and apps at [www.learnerscloud.com](http://www.learnerscloud.com) ('Site'). You can print off these Terms, or store them in your computer, for future reference. Please read them carefully. By accessing and using the Site you agree to be legally bound by these Terms. If you do not wish to accept these Terms, then please do not use the Site.

### **About the Site**

The Site is provided by Learners Cloud UK Limited, a company incorporated in the United Kingdom with company registration number 07586682, whose registered office is at Commerce House, 1 Raven Road, South Woodford, London, E18 1HB, under licence from Learners Cloud Limited, a company incorporated in Hong Kong with company registration number 1539995, whose registered office is at 42/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong. In these Terms, 'we' (or 'our') refers to those companies and their affiliates.

In these Terms, 'you' (or 'your') refers to any person who visits or, as appropriate, registers on the Site and for whom we agree to provide access to the 'LEARNERS CLOUD' services available through the Site ('Services'), and includes any child over 13 whose parent or legal guardian you are and who uses the Site with your consent, or the organisation you represent. You require further information about us or any content on the Site, please contact us at [support@learnerscloud.com](mailto:support@learnerscloud.com).

### **Age Restriction and Child Supervision**

Those who are under 18 years of age must always get their parent/legal guardian's consent before using the Site and/or submitting any personal information. By using the Site and/or services Learners Cloud UK Limited provides, you confirm that you have received this consent. No person under the age of 18 is allowed to buy any of the products offered.

We may restrict registration for those under 18 years of age. If you are 18 years of age or over, you must yourself register to use the Site and must not permit anyone else (other than a child over 13 years of age whose parent or legal guardian you are) to access the Site using your password.

Parents/legal guardians allowing their children access and use of the Site should supervise such access and use. It is the parent/guardian's responsibility to determine what is suitable for their children to access.

### **Registration Process**

You must register with the Site in order to fully interact with the Site and access the Services. When you register, we ask you to provide certain information about yourselves that is true, accurate, and up to date. Should any of your registration information change, please go to "My Account – My Details" [screen] and make the required changes.

For details of how we use this information, see our Privacy Policy [link].

You can cancel your registration at any time by contacting [support@learnerscloud.com](mailto:support@learnerscloud.com).

### **Passwords and Security**

On registration you will be given a username and password. You must keep your password secure and must not disclose it to or share it with anyone else (other than a child over 13 years of age whose parent or legal guardian you are).

You will be responsible for all activities and orders under your password. If you know or suspect that someone else (other than a child over 13 years of age whose parent or legal guardian you are) has your password, you should go to "My Account – My Details" [screen] and change it yourself, or contact us at [support@learnerscloud.com](mailto:support@learnerscloud.com).

We reserve the right to change your password if we believe that it is no longer secure.

If you forget your password please visit the go to [support@learnerscloud.com](mailto:support@learnerscloud.com) where you will be able to reset your password if you satisfy our security check.

### **Your use of the Site**

Once you have completed the registration process you will be able to:

- download the software which provides you with the means to download our services;

- preview clips and trailers or gallery photos directly from the Site on a promotional basis at no cost to you.

You may only use the Site for your own personal and non-commercial use (including that of any child over 13 whose parent or legal guardian you are). You may not make any copies of any downloads other than for personal use, or capture, copy or download any preview.

Except as expressly provided in these Terms or as otherwise stated on the Site, no part of the Site may be copied or reproduced in any manner. You must not use any automatic device or manual process to access, acquire, copy or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site.

You may not distribute or make any such software or Services available over a network where it could be used by multiple devices at the same time, unless it is from the same IP (internet protocol) address. We may suspend access to the Services if we find that access to any of the Services has been obtained by the use of the same password from more than one IP address on three or more occasions.

You must not modify, rent, lease, lend, sell, assign, transfer, redistribute or sublicense any software or any of the services available through the Site.

You must not copy (except as permitted by these Terms), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the software or the Services available through the Site, except to the extent permitted by applicable law. The use of any part of the Site, except as permitted in these Terms, is strictly prohibited and may result in the infringement of the intellectual property rights of others, subjecting you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

You agree that you will not use the Site or any of the Services available through the Site for any purpose prohibited by any applicable law in your country of residence.

You must not circumvent or modify any security technology or software that is part of the Site.

You must not use the Site in any manner that could damage, disable, impair or overburden the Site or attempt to gain unauthorised access to any part of the Site through hacking, password mining or any other means.

You will be responsible for any losses and costs resulting from your breach, or breach by anyone for whom you are responsible, of these Terms.

If you access the Site from outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

We may terminate your use of the Site with immediate effect if you breach any of these Terms.

### **Terms for downloading**

Once you have selected the content you wish to purchase and your payment is authorised, this will constitute an offer to us to subscribe to the Services. We will then process your transaction and will send you an email receipt for your purchase. Our email receipt for your subscription brings into existence a legally binding contract between you and us. If we are unable to accept your subscription for any reason we will notify you as soon as possible by email.

On payment of our charges you will be granted the non-exclusive, non-transferable right to access the requested Services through the Site in the formats made available by us.

The Services you order will be delivered to you by the delivery method expressed on the Site at the time of purchase, subject to confirmation by us.

Once the Services have been delivered to you, you may use them in accordance with these Terms.

### **Price & Payment**

You agree to pay to us the standard charge as set out on the Site for each Service you purchase.

We shall, in our sole discretion, be entitled to vary our standard charge from time to time by posting such changes on the Site.

All payments made through the Site are subject to and include UK Value Added Tax.

Payment of our charges by you for the use of the Services can be made by any method of payment shown on the checkout page of the Site.

All sales are final and all charges from those sales are non-refundable unless faulty. Due to the nature of the service, and the fact that provision of the Service starts immediately, it is not possible to cancel your purchase after you have confirmed your payment.

While we will send you an e-mail notification of every valid purchase we receive from you, we cannot guarantee that the notification will be received by you, or that it will be legible and uncorrupted.

#### **Changes to the Site and software updates**

We reserve the right to change the way the Site works from time to time and to withdraw any features or content provided on the Site without giving notice.

To ensure that the Site functions at its best, we may from time to time offer updated software through the Site. In addition, we may find it necessary to send users automatic fixes or support files. We reserve the right to anonymously track and report a user's activity inside on the Site.

#### **Service access**

While we try to ensure that the Site is normally available 24 hours a day, we cannot be held responsible if for any reason the Site is unavailable at any time or for any period.

We reserve the right to suspend access to the Site at any time for operational, regulatory, legal or other reasons.

Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Although we make all reasonable efforts to ensure that the server that makes the Site available is bug and virus free, we cannot provide any guarantee in this respect.

You are responsible for obtaining Internet access to the Site from where you are in order to use the Site. We cannot be held responsible for your failure to access the Site from any location or browser. Any access fees incurred in reaching the Site (e.g. dial up charges) are your responsibility.

Owing to the nature of the Internet and the fact that your access to the Site involves functionality outside our control, we cannot be held responsible for technical problems that you may experience with the Site.

While we try to use all reasonable care in providing access to the Site, we cannot be held responsible for any corruption or loss of data held on your computer, or any damage caused to your computer resulting from your use of the Site.

#### **Intellectual Property Rights**

All intellectual property rights in any part of the Site and in respect of the content provided through the Services are owned by or licensed to us. No intellectual property right in any part of the Site or the content provided through the Services is intended to, and it shall not be deemed to, transfer to any person who accesses the Site.

'LEARNERS CLOUD' and the Learners Cloud Logo are registered trade marks in the United Kingdom, European Union, Hong Kong, Singapore and certain other countries.

Commercial use or publication of all or any item displayed on the Site or provided through the Services is strictly prohibited without prior authorisation from us. Nothing contained herein shall be construed as conferring any licence by us to use any item displayed.

Documents may be copied for personal use in accordance with these Terms only on the condition that copyright and source indications are also copied, no modifications are made and the document is copied entirely. However, some documents and photos have been published on this site with the permission of the relevant copyright owners. All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (the sources are indicated within these documents/photographs).

We may at our own discretion and without giving notice alter, remove or suspend any part of the Site. In no event will we be liable for any loss or damage arising as a result of modifications

made to the Site.

### **Use of information on the Site**

The information on the Site and the content supplied through the Services are derived from sources believed to be reliable. However, we give no guarantee or other term regarding the accuracy or completeness of any information.

We are not responsible for the accuracy or completeness of any information contained in the websites of other providers which have links to any pages of this Site. We do not endorse any information contained on other providers' websites.

The Site is not aimed at persons who are residents of any country where the provision of information on the Internet is forbidden.

### **Disclaimer of liability**

We will not have any liability arising out of or in connection with the use of the Site or its non-availability for:

- any business losses (such as loss of profits, business, contracts or goodwill); or
- any matters due to any events outside our reasonable control; or
- any unforeseeable losses or damages.

We do not seek to exclude or limit our liability for death or personal injury caused by negligence, or for fraudulent misrepresentation, or any other liability which may not be lawfully excluded or limited.

### **Cookies**

Cookies are pieces of information that a website transfers to your hard drive to store and sometimes track information about you. Cookies are specific to the server that created them and cannot be accessed by other servers, which means that they cannot be used to track your movements around the web. Passwords and credit card numbers are not stored in cookies.

A cookie helps you get the best out of the Site and helps us to provide you with a more customised service.

We use cookies to:

- identify logged on users;
- give users access permissions to certain protected areas of the Site; and
- enable smooth streaming of videos through the Site.

The use of cookies in this way is essential to the browsing experience and the Services we provide.

By accepting these Terms and using the Site, you agree to allow us to use cookies in this way.

We may from time to time request that you accept the use of further cookies when using the Site. If you do not wish to use cookies please do not access the Site. For more information on cookies visit: <http://www.allaboutcookies.org/>

### **Notices**

Unless otherwise stated in these Terms, all notices from you to us must be in writing and sent to [support@learnerscloud.com](mailto:support@learnerscloud.com) or our contact address at Commerce House, 1 Raven Road, South Woodford, London, E18 1HB. All notices from us to you will be displayed on our website from time to time.

### **Governing law and jurisdiction**

These Terms are governed by English law, and you and we agree to submit to the jurisdiction of the English courts.