

TERMS AND CONDITIONS

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TERMS AND CONDITIONS

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OUR INTRODUCTION

www.educatetheglobe.co.uk ("we," "us," or "our") welcomes you.

We offer you access to our services through our "Website" (defined below) subject to the following Terms of Service, which may be updated by us from time to time with or without notice to you. By accessing and using this Website, you acknowledge that you have read, understood and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this "Agreement"). In case you do not agree with any of these terms, then please do not use the Website.

I. DEFINITIONS

- "Agreement" is denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- "Package" is a reference to our online package we offer from our Website time to time;
- "Service" or "Services" is a reference to any service defined below, which we may supply and which you may request via our Website;
- "User", "You" and "your" are denotes to the person who is accessing for taking any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website:
- "Members" means users who have purchased a course package available on the website;
- "We", "us", "our" and "Company" are references to Educate The Globe CIC;
- "Website" shall mean and include "https://www.educatetheglobe.co.uk/, mobile-application("App") and any successor Website of the Company or any of its affiliates;
- "User Account" shall mean an electronic account opened by the user with the Platform to avail services offered through the Website;

II. INTERPRETATION

- All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender shall include all the other genders.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do
 not define limit or effect the meaning or interpretation of the terms of this Agreement.

III. COMMITMENT AND SCOPE

• Acceptance. By using our service in any manner, you are bound by these Terms and Conditions, as well as the terms of the Agreement identified above. In case you do not accept the terms, then please do not use our Website and Mobile Application. If you are accepting these Terms on behalf of a Company, organization, government, or other legal entity, you hereby represent and warrant that (a) you are legally authorized to do so, (b) the entity agrees to be legally bound by the Terms, and (c) neither you nor the



entity is barred from using the Services or accepting the Terms under the laws of the applicable jurisdiction.

- Scope. These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their own terms of service.
- **Eligibility**: Our service is not available to minors under the age of 13, if you are under the age 13 then please take acceptance from your parents/guardians for using our website and services.
- **Electronic Communication:** When you use this Website or Mobile Application or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive reply communications from us electronically in the same format and you can keep copies of these communications for your records.

IV. OUR SERVICES

At Educate The Globe we understand that education is not only an experience provided in schooling institutions; education is a natural way of life.

This is why, alongside our exceptional curricular services, we pride ourselves in supporting routines and practices that optimise life-long learning, development and wellbeing.

Effective early years care and provision has a significant impact on a child's cognitive, personal, emotional and social.

Our curriculum, consultancy and ongoing guidance support parents to implement essential and engaging activities from the comforts of home that prepare your child for life.

V. MODIFICATIONS TO THE SERVICE

We reserve the right, in our discretion, to change, modify, add to, or remove portions of the Terms (collectively, "Changes"), at any time. We may notify you of Changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to our Website and Mobile Application.

VI. REGISTRATION INFORMATION

If you access this Website anonymously, you will not be required to create a username. But, in order to access certain Resources, you may be required to provide specific information and to create a user ID and password to establish an account.

You accept that the details you provide in relation with establishing any account is correct and that you will keep your details up-to-date. You are responsible for the security of all of your usernames, passwords and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your usernames and passwords at any time with or without notice.

VII. WEBSITE CONTENT

We publish our own content as well as links, content and resources provided by third parties and content that has been specifically commissioned by us for publication on the Websites.

All registered rights relating to any third-party links, content or resources published on the Websites shall remain with the original source.

For all other content published on the Websites, the Website reserves all proprietary rights including, but not limited to, copyrights, trademarks and other intellectual property rights in and to all content on the Websites; this includes all text, graphics, photographs, logos and/or other items that appear on the Websites.

Visitors are not authorized to use the Website's name, logo or likeness without prior consent.

VIII. USER SUBMISSION

A. Content Responsibility.

The website permits you to post comments, feedback etc. ("content") but you are solely responsible for the content posted by you and once you submitted the, it is not always be removed or withdrawn from the website. It is you all your risk and accountability towards the submitted content reliability and quality. You represent that you have required permission to use the content.

Please do not use content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
- violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance;
- uses or attempts to use another's account, password, service or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive or destructive files;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects;

Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to website without advanced notice.



IX. PAYMENT

- You can avail our services by enrolling with our website by submitting the enrolling form available on the website. While providing your details it is your duty to be careful and warrant that the information provided are true and accurate.
- Payment mode shall be:
 - Online: Credit Cards and Debit cards;
 - PayPal
- The Preferred method of payment is PayPal. Credit cards are accepted via PayPal merchant services. Accepted cards are: Visa / Delta / Electron / MasterCard / Eurocard / Maestro/ American Express Debit cards are accepted if they have a Visa or MasterCard logo.
- We may refuse or unable to process your order if:
 - You card or PayPal account does not give authorization for the payment of purchase price.
 - You do not meet the eligibility criteria set out above.
- You must notify us instantly if any particulars are inappropriate. If your payment has not been accepted you will be informed of this in writing along with the reasons
- We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
- We take user feedback very seriously and use it to constantly improve our products and quality of service.

X. LIMITED GUARANTEE

By availing our services:

- We provide an opportunity for you to avail the offered Services from our Website;
- We do not provide any warranty or guarantee that the Service descriptions are accurate, complete, reliable, current, or error-free. If a Services offered by the Website is not as described, your sole remedy is to intimate us about Services for taking further action.

XI. GEOGRAPHIC RESTRICTION

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region or jurisdiction. We may use this right as per the necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on our Website and Mobile Application is invalid where banned.

XII. GENERAL CONDITIONS

- We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.
- We make material changes to these terms and conditions time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website is licensed to you on a limited, non-exclusive, non-transferrable, non-sub-licensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Service.



- In the event of any failure of the website to conform to any applicable warranty, including those implied by law, you may notify us of such failure; upon notification, our sole warranty obligation to you will be to refund to you the purchase price, if any, of the Website.
- You acknowledge and agree that we are not responsible for addressing any claims you or any third party may have in relation to the website;
- Both you and us acknowledge and agree that, in your use of the website you will comply with any applicable third party terms of agreement which may affect or be affected by such use.

XIII. YOUR COMMITMENT AND RESPONSIBILITIES

- You shall use the website Service for a lawful purpose and comply with all the applicable laws;
- You shall not upload, any content that:
 - Defamatory, infringes any trademark, copyright or any proprietary rights of any person or affect any one's privacy, contain violence or hate speech, include any sensitive information about any person.
- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not use any virus, hacking tool for interfering in the operation of the Website or data and files of the Website;
- You will not use any device, scraper or any automated thing to access our Website or Mobile Application for any mean without taking permission.
- You will inform us about anything is inappropriate or you can inform us if you find something illegal;
- You will not interfere with or try to interrupt the proper operation of the Website through the use of any
 virus, device, information collection or transmission mechanism, software or routine, or access or try to
 gain access to any data, files, or passwords connected to the Website or Mobile Application through
 hacking, password or data mining, or any other means;
- You will not take any act that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
- You will let us know about unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

XIV. EXCLUSION OF LIABILITY

You understand and agree that we (A) does not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your own judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential or any other form of loss or damage that may be suffered by a user through the use of the www.educatetheglobe.co.uk Website including loss of data or information or any kind of financial or physical loss or damage

In no event shall https://educatetheglobe.co.uk, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or



access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originate to have futile of its important purpose.

XVI. NO RESPONSIBILITY

We are not responsible to you for:

- any reliance that you may place on any material or commentary posted on our website. Please note that
 nothing contained in our website or the material published on it is intended to amount to advice on which
 you should rely; or
- any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- any losses you suffer because you cannot use our website at any time; or
- any losses you suffer through connecting to any linked third party websites or any statements, information, content, products or services that are published on, or may be accessible from, any linked third party website and we do not guarantee that they are free from viruses or anything else that could be infectious or destructive; or
- any errors in or omissions from our website; or
- any losses you may suffer by relying on any commentary, postings or reviews (of our services or that of our partners) on our website; or
- any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful
 material that may infect your computer equipment, computer programs, data or other proprietary material
 due to your use of our website or to your downloading of any material posted on it, or on any website linked
 to it; or
- the privacy policies and practices of other linked third-party websites, even if you access them using links from our website; or
- any unauthorised access or loss of personal information that is beyond our control.

XVII. THIRD PARTY LINKS

We may comprise links to external or third-party Websites ("External Sites"). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate the site administrator for those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measure when you are downloading files from all these Websites to safeguards your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

XVIII. PERSONAL INFORMATION AND PRIVACY POLICY

By accessing or using Website or Mobile Application, you approve us to use, store or otherwise process your personal information as per our Privacy Policy.



XIX. ERRORS, INACCURACIES AND OMISSIONS

Every effort has been taken to ensure that the information offered on our Website and Mobile Application is accurate and error-free. We apologise for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website and Mobile Application will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website and no warranty shall be provided by us for its suitability for any purpose.

XX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

OUR WEBSITE, MOBILE APPLICATION AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS OR ITS CONTENT OR SERVICE ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL LICENSES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, LICENSES OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-VIOLATION OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A MATTER OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN RELATION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY UNINTENDED, INCIDENTAL, OR SUBSTANTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS STOPPAGE RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, EVEN IF WE HAVE BEEN RECOMMENDED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WEBSITE MAY COMPRISE TECHNICAL INCORRECTNESS OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT ACCOUNTABLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS RECORDED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A SERVICE ON THE WEBSITES DOES NOT SUGGEST THAT SUCH SERVICE IS OR WILL BE ACCESSIBLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO DO CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

XXI. COPYRIGHT AND TRADEMARK

We have provided certain material such as graphics, logo, photo, designs audio recording, text, software etc. (collectively referred to as "Content"). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You shall not modify or transfer any copyrighted content in any way for any public or commercial purpose.

If you violate any provision of this Agreement, you rights to access or use the website shall be terminates and you must with immediate effect destroy the copies you have created from the content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with us, the



"Trademarks"). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use.

XXII. INDEMNIFICATION

You agree to secure, indemnify, and hold us and our officers, directors, employees, successors, licensees, and allocates harmless from and against any dues, actions, or demands, including, without restriction, judicious legal and accounting fees, arising or consequential from your breach of this Agreement or your misappropriation of the Content or the Website. We shall provide you notice of such claim, suit or proceeding at your expense. We reserve the right, at your expense, to undertake the exclusive defense and control of any case that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

XXIII. MISCELLANEOUS

SEVERABILITY

If any provision of these Terms is found to be unenforceable or inacceptable, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

TERMINATION

Term. The Services will be provided to you can be cancelled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement.

GOVERNING LAW AND JUDICIAL RECOURSE

The terms herein will be governed by and construed in accordance with the laws of England and Wales without giving effect to any principles or conflicts of law. The Courts of the England and Wales shall have exclusive jurisdiction over any dispute arising from use of the Website.

FORCE MAJEURE

We will have no liability to you, your users, or any third party for any failure us to perform its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable



control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

HOSTING SERVICES

We have entered into arrangements with one or more third parties for hosting services that are essential to the Services incorporated within the Services and without which the Services could not be provided to you.

ASSIGNMENT

The Company shall have the right to assign/transfer these presents to any third party including its holding company, subsidiaries, affiliates, associates and group companies, without any consent of the User.

CONTACT INFORMATION

If you have any questions about these Terms, please contact us at educateourglobe@gmail.com.