

**By agreeing to the "Terms and Conditions" when signing up, you agree to have read the following:**

## **Terms and Conditions - AdEducate**

### **Intro and Acceptance of Terms and Conditions**

AdEducate ("we," or "us") provides an online service offering educational videos, and other content (collectively, "AdEducate Content" or the "Content"). To access the Content, you must agree to, and follow, the terms and conditions set forth in these Terms of Use ("Terms of Use" or "Terms").

By visiting the AdEducate Site ("Site") whether or not you are a registered member, you are agreeing to these Terms. Please take a moment to carefully read through these Terms. It is our goal to provide you with a first-class user experience, so if you have any questions or comments about these Terms, please email us at:

[adeducate@outlook.com](mailto:adeducate@outlook.com)

### **Changes to Terms and Conditions**

AdEducate reserves the right, from time to time, with or without notice, to change these Terms of Use in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by clicking on the "Terms of Use" located at the bottom of the pages of the Site. The most current version of the Terms of Use will supersede all previous versions.

### **Privacy**

Any information submitted on the AdEducate Site is subject to our Privacy Policy. For more information please review our Privacy Policy. The date of any changes to our Privacy Policy will be noted at the bottom of the Privacy Policy page.

### **Access and Use of the AdEducate Content**

You agree that AdEducate owns and retains all rights to the Content. The Content is protected by copyright, trademark, and other intellectual property laws.

You may only access and view the Content for a non-commercial purpose in compliance with these Terms.

You may not stream capture, reproduce, duplicate, distribute, upload, publish, modify, translate, broadcast, sell, transmit or retransmit the Content unless expressly permitted by AdEducate in writing.

You may not incorporate the Content into any other product or service. You may not build a business utilising the Content, whether or not for profit.

The Content covered by these restrictions includes without limitation any text, graphics, layout, interface, logos, photographs, audio, video, or stills.

In order for us to keep the AdEducate Content available, you agree to use the Site for lawful, non-commercial and appropriate purposes only.

### **Memberships**

Some of the Content is available only to individuals who pay a membership fee to the Site. These individuals ("Members") are permitted to use the Content in the following ways:

If the Member is a parent, they may use the content for educational, non-commercial purposes with the members of their household. In other words, the Content available to a Member may be used by all persons living within that Member's household.

Memberships are non-transferable; you may not transfer ownership of your Membership to another person or entity.

### **Account Information**

When an individual purchases a Membership to the AdEducate Site, they create an Account on the site which allows them to "Log In" to access the Content available only to Members.

If you elect to become a Member, you agree to provide an email address that AdEducate can use to communicate with you in matters concerning your account and business you have with us.

Members will also be required to choose a password. You are solely responsible for maintaining the confidentiality of any password you may use to access the Site, and are fully responsible for all activity that occurs in connection with your email address or password. If using a public computer, you agree to "Log Out" from your account at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

### **Trademarks**

AdEducate, the AdEducate logo, www.adeducate.co.uk, and other AdEducate marks, graphics, and logos are trademarks of AdEducate. None of the AdEducate trademarks may be copied, downloaded, or otherwise exploited.

### **Disclaimer of Warranties, Limitation of Liability and Indemnity**

The AdEducate Site and the Content are provided "as is" and, to the fullest extent of the law, are provided without warranties of any kind, either express or implied.

You agree that use of the AdEducate Site is at your own risk and that in no event shall AdEducate be liable for any damages related to use of the Site.

## **Terms and Conditions – AdEducate with Wix Web Design**

### **Website owner, the offering, and binding of Terms and Conditions**

This website is owned and operated by AdEducate and Wix. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors digital learning and online tutoring. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

### **Who can use your website; what are the requirements to create an account**

In order to use our website and/or receive our services, you must be at least 7 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

### **Key commercial Terms offered to customers**

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. AdEducate reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

"The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.

### **Refund policy**

When you buy AdEducate content ("Learning Packs") you are agreeing to the terms that no refunds will be given after payment is processed. You agree that you have had the option to view sample lessons and have made the decision to purchase our content. Tutoring sessions can be rescheduled or cancelled up to 24 hours before the session with a full refund. If you decide to reschedule or cancel a tutoring session within 24 hours of the scheduled time, you will receive a 50% refund to your original payment method.

### **Retention of right to change offering**

AdEducate may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

### **Ownership of intellectual property, copyrights and logos**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of AdEducate. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

If you want to offer to your users the ability to upload content (images, audio, text ...) for disclosure on your site, it is important that the issuer of such content certifies that he has all the legal rights and/or necessary licenses over the content and that such content might be public available.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

#### **Right to suspend or cancel user account**

AdEducate may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

#### **Indemnification**

You agree to indemnify and hold AdEducate harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

#### **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall AdEducate be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, AdEducate assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

#### **Right to change and modify Terms and Conditions**

AdEducate reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When AdEducate change the Terms in a material manner, AdEducate will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

#### **Promotional emails and content**

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

#### **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the United Kingdom, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

#### **Customer support details & contact info**

Terms are expected to have contact information enabling users and customers to receive customer support services and to correspond with the website and its operators.

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