

# TERMS AND CONDITIONS

This Agreement was last revised on **January 09<sup>th</sup>, 2020**.

## Contents

### TERMS AND CONDITIONS

- I. OUR INTRODUCTION
- II. DEFINITIONS
- III. INTERPRETATION
- IV. COMMITMENT AND SCOPE
- V. OUR SERVICES
- VI. MODIFICATIONS TO THE SERVICE
- VII. REGISTRATION INFORMATION
- VIII. WEBSITE CONTENT
- IX. USER SUBMISSION
- X. SUBSCRIPTION PLAN AND PAYMENT
- XI. LIMITED GUARANTEE
- XII. GEOGRAPHIC RESTRICTION
- XIII. DUTIES
- XIV. YOUR COMMITMENT AND RESPONSIBILITIES
- XV. COPYRIGHT DIRECTIVE
- XVI. EXCLUSION OF LIABILITY
- XVII. THIRD PARTY LINKS
- XVIII. PERSONAL INFORMATION AND PRIVACY POLICY
- XIX. ERRORS, INACCURACIES AND OMISSIONS
- XX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY
- XXI. COPYRIGHT AND TRADEMARK
- XXII. INDEMNIFICATION
- XXIII. MISCELLANEOUS

## I. OUR INTRODUCTION

[www.11Plussuccess.co.uk](http://www.11Plussuccess.co.uk) ("we," "us," or "our") welcomes you.

Here at 11 Plus Success, we provide meticulously designed courses that prepares students for their grammar school entrance exam!

We offer you access for our services through our "Website" (defined below) subject to the following Terms of Service, which may be updated by us from time to time without notice to you. By accessing and using this Website or Mobile Application, 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 use the Website.

## II. DEFINITIONS

- "**Agreement**" is denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- "**Courses**" is a reference to our online courses or certification we offer from our Website and Mobile Application 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 that are subscribed the subscription plan available on the website;
- "**Student**" means a person/user that uses the 11plussuccess.co.uk Website with the intention of entering into a contractual relationship with us for the provision of online course by the Student or the Student's parent/guardian;
- "**We**", "**us**", "**our**" and "**Company**" are references to **11PLUS SUCCESS** located at United Kingdom;
- "**Website**" shall mean and include "<https://www.11Plussuccess.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;
- **“Subscription Fee”** means the subscription fee paid by User for participation in the Course Subscription Plan, paid directly by Users to the Website.
- **“Subscription Plan”** shall mean the plan available on the Website through which users can avail various web Services available on the Website.

### III. 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.

### IV. 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 or to any users suspended or removed from the system by us for any reason.

- **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 a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

## **V. OUR SERVICES**

11Plussuccess was an established platform to provide meticulously designed courses that prepares students for their grammar school entrance exam.

It can be a worrying and stressful time for students who are about to sit the 11 plus exam - and their parents. Trying to juggle life while getting in extra study time can be difficult and tiring. Yet, it doesn't have to be that way.

With the use of innovative technologies, we intend to prepare students for their grammar school entrance exam.

## **VI. 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. Your unrelenting use of the Services ensuing notice of the Modifications (or posting of the Terms incorporating the Modifications in the event your email address is no longer lawful, is obstructed, or is otherwise not able to obtain the notice) will mean that you agree to the Changes. Such Modifications will apply prospectively beginning on the date, the Changes are posted to the Website and Mobile Application.

## **VII. REGISTRATION INFORMATION**

If you access this Website anonymously, you will not be required to create a user name. 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 user names, 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 user names and passwords at any time with or without notice.

## **VIII. 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.

## **IX. USER SUBMISSION**

### **A. Content Responsibility.**

When you use [www.11Plussuccess.co.uk](http://www.11Plussuccess.co.uk) you agree to adhere to the content guidelines listed in our terms of services and privacy policies. You are sole responsible for the content submitted by you. It is you all your risk and accountability towards 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
- Information or data which are unlawfully obtained

Our staff reviews all content submitted for posting. Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserves the right to cancel user access to our services without advanced notice.

## **X. SUBSCRIPTION PLAN AND PAYMENT**

- Any order for subscribing any Subscription plan by the User for taking the services from this Website is between User and 11Plussuccess. User agree to take particular care when providing us with its details and warrant that these details are accurate and complete at the time of ordering.
- **SUBSCRIPTION CHARGES:** It is agreed by the user that:

- User shall pay required subscription fee to us as per the Subscription plan available on the Website.
- **Subscription Payment:** Payment mode shall be:
  - Online: Credit Cards and Debit cards;
  - PayPal

Preferred method of payment is PayPal. Accepted cards are: Visa / Delta / Electron / MasterCard / Eurocard / Maestro/ American Express Debit cards are accepted if they have a Visa or MasterCard logo.
- You must ensure that you keep these details secure and do not provide this information to a third party.
- We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.
- Any order for subscribing to any Subscription plan that you place with us is subject to acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order and subscription details.
- We may refuse or be unable to process your order/subscription if:
  - Your card or Paypal account does not give authorization for the payment of purchase price.
  - You do not meet the eligibility to order criteria set out above.
- The user can cancel the subscription of any service anytime by contacting us.
- All refund shall be applicable as per the refund policy
- We take customer feedback very seriously and use it to constantly improve our products and quality of service.

## **XI. 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 Courses and/or 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.

## **XII. GEOGRAPHIC RESTRICTION**

We reserve the right, but not the obligation, to limit the usage or supply of any service or course 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.

## **XIII. DUTIES**

1. A student who is under 18 years of age must have consent from a parent or a guardian to register and that parent or guardian must enter into an agreement with us for taking online course from the website.
2. 11plussuccess.co.uk is not responsible for examination entry; this is the sole responsibility of the student.

## **XIV. 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.

## **XV. COPYRIGHT DIRECTIVE**

If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent using the information below.

[Https://11Plussuccess.co.uk/](https://11Plussuccess.co.uk/)

ATTN: Legal Department (Copyright Notification)

Email: [legal@11Plussuccess.co.uk/](mailto:legal@11Plussuccess.co.uk/)

Any notice alleging that materials hosted by or distributed through the website infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the website;
- your address, telephone number, and email address;

- a statement by you that you have a good faith belief that the use of the materials on the website of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## **XVI. EXCLUSION OF LIABILITY**

11Plussuccess is an online platform to provide meticulously designed courses that prepares students for their grammar school entrance exam.

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.11plussuccess.co.uk](http://www.11plussuccess.co.uk) Website including loss of data or information or any kind of financial or physical loss or damage

In no event shall <https://11Plussuccess.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.

## **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 have 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; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITE OR THE CONTENT SHALL BE LIMITED TO THE MONIES YOU HAVE PAID US IN CONNECTION WITH YOUR USE OF THE WEBSITE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

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, your rights to access or use the website shall be terminated 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 unacceptable, 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 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 [info@11Plussuccess.co.uk](mailto:info@11Plussuccess.co.uk)