

Terms & Conditions

FOR PRIVATE SUBSCRIBERS

1. Meaning of words used by us
 - 1.1. "9 to 7 Grade" means a "7, 8 or 9" awarded at the specified level (e.g. GCSE, IGCSE) by the relevant Examination Body;
 - 1.2. "9 to 7 Grade Guarantee Course" is a reference to those Tassomai Courses specifically designated by us as receiving the benefit of a guarantee that the Student will receive a "9 to 7" Grade in that subject in accordance with the provisions of Clause 6;
 - 1.3. "Agreement" is a reference to these Terms and Conditions and the Privacy Policy;
 - 1.4. "Individual Subscriber(s)" means a person who has subscribed for an individual subscription to Tassomai;
 - 1.5. "Intellectual Property Rights" or "IPR" means patents, rights to inventions, copyright and related rights, topography rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software source code, object code, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights of a similar nature, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
 - 1.6. "Privacy Policy" is a reference to the policy displayed on our Website which details how we collect and store your personal data;
 - 1.7. "School Member(s)" means a person or school who is granted access to Tassomai by virtue of its School Membership;
 - 1.8. "School Membership" means a subscription account which has been opened in the name of a participating school;

- 1.9. "Student" is a reference to the person who is named as the person participating under an Individual Subscriber account or who has been granted access to Tassomai through a School Membership;
- 1.10. "Tassomai" is a reference to the online learning system which we have developed and operate through our Website or the Tassomai App and includes the Tassomai Courses;
- 1.11. "Tassomai App" is a reference to the software application developed by us and which enables Users to use and access Tassomai via a mobile device;
- 1.12. "Tassomai Course(s)" or "Course(s)" is a reference to the different online learning programmes which we run on Tassomai from time to time;
- 1.13. "Teacher" means a teacher who is authorised to use Tassomai under a School Membership;
- 1.14. "Trial" means the free trial membership period offered by Tassomai;
- 1.15. "you", "your" and "yours" are references to you the person accessing this Website, Tassomai and/or opening an account with us or any User;
- 1.16. "User" means any individual who is granted access to use Tassomai which includes a Student or a Teacher;
- 1.17. "we", "us" and "our" are references to Tassomai Ltd; and
- 1.18. "Website" is a reference to our website *.tassomai.com on which we operate Tassomai.

2. INDIVIDUAL SUBSCRIBERS

THE FOLLOWING TERMS APPLY TO INDIVIDUAL SUBSCRIBERS ONLY

3. How to purchase a subscription

- 3.1. Any contract for the provision of Tassomai is between you and Tassomai Limited. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You warrant that you are over 18 years of age and have the legal capacity to enter a binding contract with us. Any Student participating on a Tassomai Course who is below the age of 18 must have obtained full consent from his/her parent or legal guardian and you warrant that the Student has been made fully aware of the terms upon which the Tassomai Course is made available to the Student which are set out in these Terms and Conditions.

3.2. In order to register with us you as an Individual Subscriber will be required to select the appropriate year group for the Student and provide your full name and contact details and those of the Student. A valid email address for each Student will be required. Once we receive your registration details and your order we will send you a confirmatory email to confirm your order. If, for whatever reason, your order is not accepted by us we will notify you of this in writing together with the reasons.

3.3. Tassomai is intended for Student use only.

3.4. When using this Website you will be provided with a registration profile. You must ensure that you and the Student keep these details secure and do not provide this information to a third party.

3.5. We reserve the right to alter the Tassomai Courses available for sale on the Website and to discontinue any Tassomai Course.

4. Prices and Payment

4.1. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. Prices are inclusive of value added tax. Tassomai is offered as a monthly subscription service per Student. The cost of Tassomai is dependent upon the year group of the Student.

4.2. The total price for Tassomai will be displayed on the Website when you place your order. Any valid promotional codes can be entered at this point and will be applied prior to payment being taken.

4.3. If you decide to sign up you will be offered a Trial and you will be required to provide your payment details. At the end of the Trial you will be automatically charged the first monthly payment and subsequent monthly payments will be taken monthly thereafter. If you do not wish to continue Tassomai at the end of the Trial you must cancel your subscription. This can be done by logging into your account and selecting the "Cancel Subscription" option.

4.4. Please note that a Trial is subject to a fair use policy and is limited to one per household or Student, as applicable. A Trial may not be extended. We reserve the right to withdraw a Trial where we have reasonable grounds to believe that this is being abused by the account holder or User.

4.5. You can pay by debit or credit card and the monthly amount will be deducted from your debit or credit on the same day each month until you cancel the subscription.

Please ensure that you have adequate funds to meet the instalment payment as a failure to do so may incur an administration charge.

- 4.6. Should a Course terminate mid-way through a month then you will be granted a credit for the balance of the unused month which will be applied towards the next subscription purchased. No refunds are offered in this situation.
 - 4.7. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company or bank may also do security checks to confirm it is you making the order.
 - 4.8. 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.
 - 4.9. In the event that a monthly payment is not received by us on time we reserve the right to suspend or cancel the Student's participation on Tassomai and further access to Tassomai may be denied.
 - 4.10. All discounts or special offers run by us are subject to additional terms and conditions which will be displayed on the Website at the relevant time. Such discounts or special offers are subject to change and we reserve the right to withdraw these at any time.
5. What you need to know about Tassomai
 - 5.1. Once you sign up for Tassomai you will be able to set up your user profile along with a Student profile. You may then select the Course(s) which the Student can access. Tassomai may be accessed online via our Website or the Tassomai App and the Student may begin the selected Course(s) once the user profile is completed.
 - 5.2. It is your responsibility to ensure that the Tassomai Course you have selected is suitable for the Student. Students should be aware that completion of each Course requires significant effort and regular participation. Some modules of a Course may require more effort and time than other modules and progression through a Course is not linear. In some cases, there may be more effort required at the end of the Course than in the earlier stages.
 - 5.3. Courses are designed around the specifications set by the relevant Examination Body.

- 5.4. In consideration for your agreement to be bound by these terms and conditions, we grant to the Student a non-exclusive, non-transferable, limited, personal, revocable, worldwide licence to access Tassomai. The licence is a "named user" licence which means that only the Student who is named on the licence may use the licence and access Tassomai. Courses cannot be shared or used by more than one individual.
 - 5.5. We undertake to you that the Tassomai Course(s) provided will be in accordance with acceptable industry practice and standards.
 - 5.6. Provided you have not cancelled the subscription, access to a Course is usually for a specified time such as the academic year or an examination date as determined by you on account set up and Students are encouraged to complete the particular course during the recommended time.
 - 5.7. Tassomai Course content may change over time in order to take account of changes in the National Curriculum and/or examination specifications. Some changes may be made to clarify ambiguities, correct errors or to revise or update language.
 - 5.8. It is your responsibility to regularly monitor the Student's engagement and attainment to ensure that the Student is making the expected progress.
6. Our "9 to 7" Grade Guarantee Courses
- 6.1. For Students who successfully participate and complete our designated "9 to 7" Grade Guarantee Courses we guarantee that the Student will obtain a "9 to 7" Grade in that particular subject or we will refund the fee paid for that Course (in the case of a subscription which includes more than one Course, the amount refunded will be that part of the paid subscription fee allocated to the applicable Course). In order to claim a refund the following conditions must be met to our reasonable satisfaction:
 - 6.1.1. The Student must have participated and completed the specific "9 to 7" Grade Guarantee Course in full;
 - 6.1.2. The Student must not have received assistance from another source, internet bot or tool, computer program or another person;
 - 6.1.3. The Course must not have been accessed by anyone other than the Student;
 - 6.1.4. The examination which the Student sits must award grades with "9" being the highest grade. Foundation examinations or International Baccalaureates or other examinations which award different merits such as points do not qualify for the guarantee;

- 6.1.5. You or the Student must notify us by email within 48 hours of receiving the results and provide details of the actual result and state your intention to claim a refund. Evidence of the result will be required in the form of a signed letter from the registrar of the examination centre confirming the result together with a high quality copy of the actual examination results certificate countersigned by the registrar. This evidence must be received by us within 14 days of the result date.
 - 6.2. If we have reasonable grounds to believe that any one of the requirements set out in Clause 6.1 is not met then we reserve the right not to make a refund.
 - 6.3. All refunds will be made via the credit or debit card which was used for the initial payment within 30 days of receipt of the refund application.
7. Our Privacy Policy
 - 7.1. In order to make Tassomai available to you and in order for this to work effectively we require you to provide some of your personal information. For example, you will need to provide your email address in order to open an account. We take our obligation to protect your information seriously and have measures in place to properly secure your data. Our Privacy Policy explains more about how we collect, process and store your personal data.
8. Your rights to cancel Tassomai
 - 8.1. You may cancel your subscription and incur no charge provided you cancel before the end of the Trial.
 - 8.2. After the Trial period you are entitled to cancel your subscription at any time prior to the next monthly payment. You may do this by logging into your account and selecting the "Cancel Subscription" option, [emailing us](#) or calling us at least 49 hours prior to the day your monthly payment is due.

GENERAL TERMS APPLICABLE TO ALL USERS AND INDIVIDUAL SUBSCRIBERS

1. Licence
 - 1.1. Users are granted a non-exclusive, non-transferable, worldwide, revocable licence to use Tassomai for the agreed subscription period.
 - 1.2. Each Student will be required to select a Tassomai Course and provide their full name. A valid email address for each Student will be required and the Student will be asked

to complete a registration profile. You must ensure that you keep these details secure and do not provide this information to a third party.

1.3. Users are not permitted to share account details with anyone else or permit another person to use the account.

2. Our Intellectual Property Rights ("IPR")

2.1. All IPR in Tassomai (including any such rights in our Website and the Tassomai App) remain the property of Tassomai Limited or of the software owners (as the case may be) and are either owned by or licensed to us and nothing in these Terms and Conditions shall transfer any ownership rights to you or any User. You must not modify, copy, reproduce, upload, store, post, transmit or distribute by any means or in any manner whatsoever, any material or information or download from Tassomai or our Website except where expressly invited to do so or indicated on Tassomai or our Website.

3. Licence Conditions

3.1. Permission to access our Website and Tassomai is granted on the basis that you shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make Tassomai available to any third party, or the content of Tassomai or our Courses or our Website in any way; (ii) modify or make derivative works based upon Tassomai; (iii) embed the service as an "iframe" or "frame" from within another application; (iv) use an internet bot or other computer program intended to simulate human activity when accessing Tassomai; or (v) reverse engineer or access the Website or Tassomai in order to (a) build a competitive product or service, (b) build a product using ideas, features, functions or graphics that are similar to those related to the Website or Tassomai or (c) copy any ideas, material, features, functions or graphics of the service; (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the service or the data contained therein, or our Website, servers or networks; (viii) attempt to gain unauthorised access to the Website or Tassomai or its related systems or networks; or (ix) take any action that imposes an unreasonably or disproportionately large load on our system.

3.2. You are not permitted to use Tassomai to assist in the development of your own software or that of a third party. You may not use or copy all or any part of Tassomai's

graphical user interface, operating logic or database structure for it to be part of or to develop any software or other product or technology, unless that use or copying is permitted by law.

4. Our rights to cancel your participation on Tassomai

4.1. We shall be entitled to cancel or suspend your account with us in the event that we reasonably consider or suspect that you have acted in breach of these Terms and Conditions.

5. How to get Technical Support

5.1. All operational queries concerning Tassomai and access to any of the Courses should be [emailed](#) to us. We will endeavour to respond to all requests within 1 working day.

5.2. Tassomai can be accessed from any internet enabled desktop PC, mobile device or tablet. High speed broadband is recommended.

5.3. When using Tassomai please ensure that the Student uses the most up to date version of their internet browser and/or Tassomai App in order to ensure that Tassomai appears in the correct format with its intended functionality. Old browser software may not display questions in the correct format. For more information on this you may contact our team by [emailing us](#).

6. Complaints about Tassomai

6.1. We take complaints very seriously and aim to respond to your complaints within 5 working days. All complaints should be [emailed](#) to us.

7. DISCLAIMER AND LIMITS TO OUR LIABILITY

7.1. GREAT CARE HAS BEEN TAKEN TO ENSURE THAT THE INFORMATION AVAILABLE ON THIS WEBSITE AND TASSOMAI IS CORRECT AND ERROR FREE. FROM TIME TO TIME, THERE MAY BE ERRORS OF FACT AND/OR GRAMMATICAL, SPELLING OR TYPOGRAPHICAL ERRORS WHICH WE WILL USE OUR REASONABLE ENDEAVOURS TO CORRECT AS SOON AS THESE ARE IDENTIFIED. WE APOLOGISE FOR ANY ERRORS OR OMISSIONS THAT MAY HAVE OCCURRED. WE CANNOT WARRANT THAT USE OF TASSOMAI OR THE WEBSITE WILL BE ERROR FREE OR FIT FOR PURPOSE, TIMELY, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF TASSOMAI OR THE WEBSITE AND WE DO

NOT MAKE ANY WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, RELATING TO FITNESS FOR PURPOSE, OR ACCURACY.

7.2. WE DISCLAIM ANY AND ALL LIABILITY TO YOU FOR TASSOMAI AND THE COURSES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER. IF WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE TO YOU SUCH LIABILITY IS LIMITED TO THE AMOUNT YOU HAVE PAID FOR TASSOMAI. SAVE FOR THE A GRADE GUARANTEE DESCRIBED IN CLAUSE 6, WE CANNOT ACCEPT ANY LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE, INCLUDING ANY DIRECT OR INDIRECT LOSS SUCH AS LOSS OF PROFITS, TO YOU HOWSOEVER ARISING. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO PERSONAL INJURY OR DEATH ARISING AS A DIRECT RESULT OF OUR NEGLIGENCE.

7.3. TASSOMAI AND THE TASSOMAI COURSES ARE PROVIDED ON AN "AS IS" BASIS AND NO WARRANTY OR GUARANTEE IS OFFERED EITHER TO YOU OR A STUDENT IN RELATION TO THE ACCURACY OF THE INFORMATION PROVIDED. WE CANNOT GUARANTEE OR WARRANT TO YOU OR A STUDENT THAT A TASSOMAI COURSE IS SUITABLE FOR YOU OR A PARTICULAR STUDENT. THE USE OF TASSOMAI AND THE MATERIALS PROVIDED IS ENTIRELY AT YOUR (AND THE STUDENT'S) OWN RISK AND WE CANNOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED OR INCURRED AS A RESULT.

7.4. WE DO NOT ACCEPT ANY LIABILITY FOR ANY DELAYS, FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, VIRUSES OR OTHER CONTAMINATION OR DESTRUCTIVE PROPERTIES TRANSMITTED TO YOU OR YOUR COMPUTER SYSTEM VIA TASSOMAI OR OUR WEBSITE.

7.5. WE SHALL NOT BE HELD LIABLE FOR ANY FAILURE OR DELAY IN DELIVERING TASSOMAI WHERE SUCH FAILURE ARISES AS A RESULT OF ANY ACT OR OMISSION WHICH IS OUTSIDE OUR REASONABLE CONTROL SUCH AS AN ACT OF GOD OR THOSE OF THIRD PARTIES.

7.6. WE HAVE TAKEN ALL REASONABLE STEPS TO PREVENT INTERNET FRAUD AND ENSURE ANY DATA COLLECTED FROM YOU IS STORED AS SECURELY AND SAFELY AS POSSIBLE. HOWEVER, WE CANNOT BE HELD LIABLE IN THE EXTREMELY UNLIKELY EVENT OF A BREACH IN OUR SECURE COMPUTER SERVERS OR THOSE OF THIRD PARTIES.

8. General legal points

8.1. We may subcontract any part or parts of Tassomai that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.

- 8.2. We may alter or vary the Terms and Conditions at any time without notice to you. Any updates or variations to the Terms and Conditions will be published on the Website.
- 8.3. The Terms and Conditions together with the Privacy Policy constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.
- 8.4. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- 8.5. These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- 8.6. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 8.7. It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.