

WIRED FOR LEARNING – TERMS AND CONDITIONS

These Terms and Conditions are the standard terms that apply to the purchase via our Website of all subscription Services from us, Wired for Education Ltd. a company registered in England and Wales under number 12518129, whose registered office is at 63 Bedford Road, Cranfield, Bedford, England, MK43 0EX. (referred to in these Terms and Conditions as “we/us/our”).

Please read these Terms and Conditions carefully and ensure that you understand them – you will need to agree that you have read and accepted them before purchasing Services from us. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order from us.

By placing an order with us, you warrant that you are legally capable of entering into binding contracts

1. Definitions and Interpretation:

In these Terms and Conditions, the following expressions have the following meanings:

“**Account**” means the personal information and credentials used by you to create an account on the Website to enable an order to be placed;

“**Contract**” means the legally binding contract formed in accordance with clause 2, which includes these Terms and Conditions;

“**Services**” means the subscription service to be provided by us to you;

“**Website**” means www.wiredformovement.com and any sub-domains of this site unless expressly excluded by their own terms; and

“**You/Your**” means you, the person ordering from the Website. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation. Words imparting the singular shall include the plural and vice-versa. Any reference to “writing” and “written” includes communication by email.

2. How the Contract is Formed Between You and Us

- 2.1. In order to place an order via the Website, you will be required to create an Account, which will contain certain personal, and where required organisational, details about you. By continuing to use this Website, you represent and warrant that all information you submit is accurate and truthful, you have permission to submit payment information where permission may be required, and you will keep your Account details accurate and up-to-date.
- 2.2. You can place an order for Services at any time via our Website. Our Website will guide you through the ordering process. Before submitting your order, you will be given the opportunity to review and amend it. Please ensure that you have checked your order carefully before submitting it.
- 2.3. We will send you an order confirmation once your order has been processed. Only then will a legally binding Contract be formed, which will include these Terms and Conditions. Our order confirmation will contain full details of the order, including the price and the duration of the subscription Service chosen.

3. Your Account

- 3.1. In order to create an account, you will need to provide a your organisations name, address, email address, username, your country and a password.
- 3.2. If this Service is to be used by staff operating within the organisation, then you will need to provide their name and email address, username, and password. The additional staff will be considered to be sub-accounts.
- 3.3. Sharing of the main Account or sub-accounts to people and organisations is not permitted unless we expressly authorise this in writing. You are required to keep your Account details confidential and must not reveal your username and password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser. We also recommend the password you choose is strong and secure, containing a combination of letters, numbers and symbols, and is

changed regularly.

- 3.4. When using our Website, creating an Account, publishing information or interacting with other users, you must not submit content that is unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, vulgar, obscene, threatening, harassing, defamatory or discriminatory. Any failure to comply with this clause could result in the suspension and/or deletion of your Account. Further information and restrictions on the use of our Website is detailed in the policies available on the Website.

4. The Service and Subscription

- 4.1. We will provide you with information from our interactive Chooser Chart assessments and reports to help you better understand and support a child/student. The assessments are not clinically validated and are to be used as guidance only. It is always recommended to seek the support and assessments from professional persons with a clinical background and registered to a professional body. The information will be obtained via an online assessment, which will be free to take within the paid for membership.
- 4.2. The paid content will be available to you immediately when we send you our order confirmation and will continue to be available until you end the Contract. When you place your order, you will be required to expressly acknowledge that you wish the paid content to be made available to you immediately. You will also be required to expressly acknowledge that by accessing (e.g. streaming) the paid content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see clause 7.2 for more information.
- 4.3. We do not warrant that your use of our Website will be uninterrupted or error-free; nor that our Website, and/or the information obtained by you from the Website will meet your requirements.
- 4.4. In some circumstances, we may need to suspend access to the paid content (in full or in part) to fix technical problems, to make necessary changes, to update the content to comply with relevant changes in the law or other regulatory requirements, or to make more significant changes to the paid content. If we need to make more significant changes, we will inform you at least 30 days before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in clause 8.2.
- 4.5. If we need to suspend availability of the paid content for any of the reasons set out in clause 4.3, we will inform you in advance (or as soon as possible, if we need to suspend availability for urgent or emergency reasons) and explain why this is necessary. If this occurs, your subscription will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than 5 days). If the suspension lasts (or we tell you that it is going to last) for more than 14 days, you may end the Contract as described below in clause 8.1.
- 4.6. Access to the paid content may include access to a group chat forum. All information discussed during these sessions must be kept confidential and must not be shared outside of the group in any way or for any purpose.
- 4.7. Content on the Website is provided solely for your information. The Content does not provide you with any medical advice or recommendation of any kind and must never be used as a substitute for, nor does it replace, professional medical advice, diagnosis, assistance or treatment. Do not disregard, avoid or delay obtaining clinical advice from a qualified healthcare provider based on what you have read on the Website.

5. Price and Payment

- 5.1. The price payable for use of the paid content is as stated on our Website. Payment must be made before the content will become available to you. You will be asked to complete your details and make payment via the Website. Once payment is received, the paid content will become accessible to you for the initial term and any subsequent renewed term.

- 5.2. You can only select to pay for 12 month(s) of access to the paid content. The subscription will then continue on a recurring basis, for the same duration as the initial term. You can cancel the subscription at any time but there is no refund or reimbursement for the time not used.
- 5.3. All payments made via the Website will go through an online payment gateway provider. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to this payment gateway provider's terms and conditions. A separate contractual relationship is created between you and the payment gateway provider and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by this third party.
- 5.4. We may from time to time change our prices. Changes in price will not affect any Services that you have already purchased but will apply to any subsequent subscription renewals or new subscriptions. We will inform you of any change in price at least 30 days before the change is due to take effect.
- 5.5. All prices include VAT, where applicable. If the rate of VAT changes between your order being placed and us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

6. Problems with the Services

- 6.1. By law, we must provide Services that are of satisfactory quality, fit for purpose and as described. If any Services you have purchased do not comply, please contact us as soon as reasonably possible to inform us of the problem.
- 6.2. If the paid content has faults, you are entitled to request we fix the problem. If we cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund. Please note that we will not be liable if we informed you of the fault(s) or other problems with particular paid content before you accessed it and it is that same issue that has now caused the problem (for example, if the paid content in question is an alpha or beta version and we warned you that it may contain faults), or if you purchased the paid content for an unsuitable purpose that is not obvious or made known to us and the problem resulted from your use of the paid content for that purpose.
- 6.3. Any refunds due under this clause 6 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund, using the same payment method that you used when purchasing the Services, unless you specifically request that we make a refund using a different method.

7. Cancellation

- 7.1. If you are a consumer in the European Union, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.
- 7.2. This period begins once your order has been processed (i.e. when the Contract between you and us is formed) and ends when you access (e.g. download or stream) the paid content, or 14 calendar days after the date of our order confirmation, whichever occurs first.
- 7.3. After the cooling-off period, you may cancel your subscription at any time, however subject to clause 8, we cannot offer any refunds and you will continue to have access to the paid content for the remainder of your current subscription (up until the renewal or expiry date, as applicable), when the Contract will end.
- 7.4. If you purchase a subscription by mistake (or allow your subscription to renew by mistake), please inform us and do not attempt to access any paid content. Provided you have not accessed any paid content since the start date (or renewal date, as appropriate) of the subscription, we will be able to cancel the subscription and issue a full refund. If you have accessed any paid content once the subscription has started, we will not be able to offer any refund and you will continue to have access to the paid content for the remainder of the subscription (up until the renewal or expiry date, as applicable).
- 7.5. If you wish to exercise your right to cancel under this clause 7, you may inform us of your cancellation in any way you wish, however

for your convenience, we offer a cancellation form on our Website and will include a link to it with the order confirmation. Cancellation by email or by post is effective from the date on which you send us your message. We recommend checking that your payment has been cancelled with the relevant payment gateway provider, as detailed in clause 5.3.

- 7.6. Any refunds due will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel, using the same method you used to place the order, unless you expressly request we refund using a different method.

8. Your Other Rights and Our Rights to End the Contract

- 8.1. If we have suspended availability of the paid content for more than 14 days, or we have informed you that we are going to suspend availability for more than 14 days, you may end the Contract immediately, as described in clause 4.5. If you end the Contract for this reason, we will issue you with a proportional refund.
- 8.2. You also have a legal right to end the Contract at any time if we are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 8.3. If you wish to exercise your right to cancel under this clause 8, please contact us in accordance with clause 7.5. Refunds will be made in accordance with clause 7.6.
- 8.4. We reserve the right to terminate your Account and/or your subscription at any time. If we do so, we will notify you by email and provide you with an explanation for the termination. If we terminate as a result of your breach of these Terms and Conditions, you will not be entitled to any refund. Such terminations can be appealed by contacting us in writing. If we terminate your Account or subscription for any other reason, we will refund your subscription on a proportional basis. Access to any paid content will cease immediately from the date of termination.

9. Intellectual Property Rights

- 9.1. All content on the Website including, but not limited to, text, graphics, logos, icons, sound and video clips, data, page layout, underlying code and software is our property or that of our contributors. By using the Website you acknowledge that such content is protected by applicable intellectual property laws.
- 9.2. When you purchase a subscription to access paid content, we will grant you a limited, non-exclusive, non-transferable, non-sub-licensable licence to access and use the relevant paid content for personal, non-commercial purposes. The licence granted to you does not give you any other rights in our paid content (including material that we licence from third parties).
- 9.3. You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the paid content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 and any amendments to it.

10. Liability

- 10.1. Nothing in these Terms and Conditions seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.2. Subject to clause 10.1, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.3. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.4. We may provide you with information and advice in connection with the Services. However, we cannot be held responsible for any actions, or lack of actions, you may take as a result of our advice. We recommend seeking professional help and advice where necessary.
- 10.5. We may recommend affiliates and other service providers to you. Please note we may receive commission for such

recommendations. However, we do not endorse such affiliates and the ultimate decision regarding their suitability rests with you. If you decide to work with our affiliates, a separate contractual relationship will be formed between you and the affiliate and we cannot be held responsible for their actions or lack of actions.

- 10.6. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer, or any other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

11. Communications

- 11.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This does not affect your statutory rights.
- 11.2. Notices will be deemed to have been duly received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that the email was sent to the specified email address of the addressee.

12. Privacy and Data Protection

- 12.1. All personal information that we may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018 and your rights under such.
- 12.2. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Policy available on our Website.

13. Events Outside Our Control (Force Majeure)

We will not be liable or responsible for any failure or delay in performing any of our obligations under the Contract if that failure or delay is caused by any event beyond our reasonable control. This includes, but is not limited to: power failure, internet service provider failure, industrial action, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event beyond our reasonable control.

14. Other Important Terms

- 14.1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 14.3. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.

- 14.5. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

- 14.6. We may revise these Terms and Conditions from time to time. If we change these Terms and Conditions as they relate to the Contract between you and us, we will give you advance notice of the changes and provide details of how you may cancel if you are not happy with them.

15. Law and Jurisdiction

- 15.1. These Terms and Conditions and the relationship between you and us will be governed by and construed in accordance with the laws of England and Wales.
- 15.2. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 15.3. If you are a consumer, any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, or the relationship between you and us (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.