



# TERMS AND CONDITIONS OF USE

## Introduction

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In these terms and conditions, **User** or **Users** means any third party that accesses the App and is not either (i) employed by Flinders Education Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Flinders Education Ltd and accessing the App in connection with the provision of such services.

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3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Flinders Education Ltd.

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4. You may not use the App for any of the following purposes:



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- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

### **Privacy Policy and Cookies Policy**

5. Use of the App is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following: <http://www.pocketprivatetutor.co.uk/wp-content/uploads/2019/08/App-privacy-policy.pdf>.

### **Availability of the App and disclaimers**

6. Any online facilities, tools, services or information that Flinders Education Ltd makes available through the App (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Flinders Education Ltd is under no obligation to update information on the App.
7. Whilst Flinders Education Ltd uses reasonable endeavours to ensure that the App is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
8. Flinders Education Ltd accepts no liability for any disruption or non-availability of the App.
9. Flinders Education Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the App including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the App unless it is expressly stated otherwise.

### **Limitation of liability**

10. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or



exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

11. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
12. To the maximum extent permitted by law, Flinders Education Ltd accepts no liability for any of the following:
  - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
  - b. loss or corruption of any data, database or software;
  - c. any special, indirect or consequential loss or damage.

## **General**

13. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
14. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the App from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
15. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
16. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
17. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
18. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
19. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.



### **Flinders Education Ltd details**

20. Flinders Education Ltd is a company incorporated in England and Wales with registered number 10675737 whose registered address is 6, BIRCH CLOSE, West Sussex, BN18 9HN and it operates the App [www.pocketprivatetutor.co.uk](http://www.pocketprivatetutor.co.uk). You can contact Flinders Education Ltd by email on [info@pocketprivatetutor.co.uk](mailto:info@pocketprivatetutor.co.uk).

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