

## 1. Our terms

**What these terms refer to.** These terms upon which we supply the Century Tech learning platform to you. Where we refer to “Product” in these terms this is a reference to the Century Tech learning platform.

**What these terms cover.** These are the terms and conditions on which we supply the Product to you. The Product is supplied as a streaming service from a unique website URL that you are licenced to use through your subscription. We shall provide details as to how to access the Product once you have subscribed.

**Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will make available the Product to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

**The Product is provided on a licenced basis.** Please also be clear that as the Product is licenced to you its use by you is strictly limited as explained within our website – your attention will have been drawn to access limitations e.g. number of users and concurrency of use before you subscribed.

**Please note that these terms apply in circumstances in which you are treated as a consumer.** Your rights are different if you purchase the Product as a business. Please refer to the terms and conditions accessible here if you will use the Product in the course of a business. In such circumstances these separate terms and conditions override the terms and conditions here. You are a consumer if:

- You are an individual; and
- You are buying Product from us wholly or mainly for your personal use (not for use in connection with your trade (such as professional tutoring in consideration of the payment of a tutorial fee), other business, craft or profession).

**Entire agreement provisions.** We intend to rely on these terms and your order. If you require any changes, please make sure you ask for them to be put in writing. This can help avoid any problems about what you expect from us and what we expect from you.

## 2. Information about us and how to contact us

**Who we are.** We are Century-Tech Limited a company registered in England and Wales. Our company registration number is 08482934 and our registered office is at 2 Printer's Yard, 90a The Broadway, London, England, SW19 1RD. Our registered VAT number is 209 5036 23.

**How to contact us.** You can contact us by telephoning our customer service team by writing to us at [help@century.tech](mailto:help@century.tech).

**How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Our contract with you

**How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**Reasons for refusing an order.** If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the Product. We will not be able to provide

the Product unless the debit/credit card information you provide is correct and the transaction is authorised.

**Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**Legal Jurisdiction.** We only sell under these terms and conditions in the UK.

## 4. Our Product

**Product Display and Functionality.** Product display and functionality may vary slightly from any representations you see before purchasing. The images of the Product on our website are for illustrative purposes only. Although we have made every effort to display representations accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Product.

**The Ownership of the Product, Content and other Materials.** The materials that you access through the Product including but not limited to content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Product, contain proprietary information and material that is owned by us and/or our licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Product for personal, noncommercial uses in compliance with these terms. No portion of the Product may be reproduced in any form or by any means, except as expressly permitted by these terms. You agree not to modify, rent, loan, sell, or distribute the Product or any element of it in any manner, and you shall not exploit the Product in any manner not expressly authorised by these terms. You will also comply at all time with our Acceptable Use policy which is available here <https://www.century.tech/subscription-terms/>.

**Trademarks.** The Century-Tech and Century names and associated logos, trademarks, service marks, and graphics used in connection with the Product are trademarks or registered trademarks of Century-Tech in the UK and other countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks.

## 5. Updates to digital content

**Minor changes to the Product.** We may change the Product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Product.

**More significant changes to the Product and these terms.** In addition, as we informed you in the description of the Product on our website, we may make changes to these terms or the Product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any subscription period paid for but not yet received:

**Updates to digital content.** We shall from time to time update digital content, provided that the digital content shall always match the description of it that we provided to you before you subscribed.

## 6. Providing the Product

**Your subscription will be available for access immediate you subscribe.** The subscription period is 12 months. Details of access arrangements will be provided by email. The subscription period commences on the day our email is transmitted.

**The Product is a subscription to receive digital content.** We will supply the digital content to you until the subscription expires or you end the contract as described in the terms or do not resubscribe or we end the contract by written notice to you as provided for in these terms.

**Accessing Pupil or Student Data.** You will be required to complete a process leading to the association of certain pupils with your registration. Where the pupil or student is under 13 years of age in completing that process you warrant to us that you are a responsible parent or carer for that individual and give consent on behalf of that individual and that the individual is aware of your access to personal data associated with that individual. Where the pupil is 13 years or older in completing that process you warrant to us that you are a responsible parent or carer for that individual and the individual is aware of and consents to you accessing personal data of that individual through the association you make under your registration.

**Reasons we may suspend the supply of Product to you.** We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Product notified by us to you.

**Your rights if we suspend the supply of Product.** We will provide website notification in advance where practicable to tell you we will be suspending the service under which the Product is provided, unless the problem is urgent or an emergency.

**We may also suspend supply of the Product if you do not pay to resubscribe at the end of a subscription period.** If you do not pay us when you are supposed to and you still do not make payment within 3 days of us reminding you that payment is due, we may suspend supply of the Product until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Product. We may suspend the service if we have reasonable belief that you may not pay the amounts you owe and we have requested you to explain the position and you have failed to do so satisfactorily.

## 7. Rights of Termination

**You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with what you have purchased from us, how we are performing and when you decide to end the contract

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract.
- (b) If you want to end the contract because of something we have done or have told you we are going to do that does not meet the terms of your agreement with us or your rights as a consumer.
- (c) If you have just changed your mind about the Product you may cancel your order before accessing the website using log on details we have provided but not following that unless for other reasons.

**Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Product which have not been provided and you may be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Product or these terms which you do not agree to.
- (b) we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;
- (d) we have suspended the availability of the Product for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period exceeding 72 hours or
- (e) you have a legal right to end the contract because of something we have done wrong.

**Exercising your right to change your mind.** You have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

## **8. How to end the contract with us (including if you have changed your mind)**

**Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

(a) Email. Email us at [help@century.tech](mailto:help@century.tech). Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) Online. Complete the steps to unsubscribe on our website.

(c) By post if you prefer to the address in the cancellation form available here .....

You need not use the form but please provide enough information to allow us to identify you and your order.

## **9. Our right to end the contract**

**We may end the contract if you break it.** We may end the contract for a Product at any time by writing to you if:

(a) you do not make any subscription payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;

(b) you are in breach of our acceptable use policy, breach copyright or any other intellectual property rights in the Product.

**We may withdraw the Product.** We may write to you to let you know that we are going to stop providing the Product. We will let you know at least 3 months in advance of our stopping the supply of the Product and if necessary will refund any sums you have paid for the period of the subscription that will not be provided.

## **10. If there is a problem with the Product**

**How to tell us about problems.** If you have any questions or complaints about the Product, please contact us. You can write to us at [help@century.tech](mailto:help@century.tech).

## **11. Your rights in respect of defective Product**

If you are a consumer we are under a legal duty to supply Product that is in conformity with this contract. Nothing in these terms will affect your legal rights.

## **12. Price and payment**

**Where to find the price for the Product.** The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order.

**VAT.** The price includes any VAT that we are required to apply.

**When you must pay and how you must pay.** We accept payment with Visa, Delta, Visa Electron, MasterCard, EuroCard, American Express, UK based Maestro and Solo cards. You must pay for the Product before you access your subscription.

**What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 13. Our responsibility for loss or damage suffered by you as a consumer

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Product including the right to receive a Product which is: as described and matches information we provided to you.

**When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**We are not liable for business losses.** We only supply the Product for to you for domestic and private use.

## 14. Safeguarding your personal information

**How we will use your personal information.** We will only use your personal information as set out in our privacy policy at <https://www.century.tech/privacy-policy/>.

## 15. Other terms

**We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within one month of us telling you about it and we will refund you any part of your subscription not provided.

**You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Product, we can still require you to make the payment at a later date.

**Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Product in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Product in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Product in either the Northern Irish or the English courts.

**Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint we will agree with you to put the matter to an appropriate dispute resolution body. In addition, please note that disputes may be submitted for online resolution prior to 31 December 2020 to the European Commission Online Dispute Resolution platform.

## **Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To: Century-Tech Limited

E-Mail to: [help@century.tech](mailto:help@century.tech)

Or post (duly signed) to: insert postal address]

I [ ] hereby give notice that I cancel my contract under which I ordered a subscription to your Product.

I confirm that I have not accessed the Product at the time I send this notice and will not use my rights to access the Product at any future time.

Ordered on: ..... To assist us with order tracing please if possible provide an order number: .....

Name of consumer: .....

Address of consumer: .....

Date: