

SPELLING BEATS CIC

TERMS OF USE

1. INTRODUCTION

- 1.1. These terms ("**Terms**") explain how you may use this website platform: www.spellingbeats.com (referred to as "**Site**") which is provided by us on a subscription basis. You should read these Terms carefully before using the Site.
- 1.2. By accessing or using the Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree with or accept any of these Terms, you should stop using the Site.
- 1.3. If you have any questions about the Site, please contact us by e-mailing support@spellingbeats.com
- 1.4. The Site is operated by us, Spelling Beats CIC, registered under company number 11010243.
- 1.5. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

2. USING THE SITE

- 2.1. The Site is for use only by the teachers and students of the educational establishments who pay us the subscription fees as agreed ("**Subscribers**"). If you are not a Subscriber, then you must not use this Site. If you are a Subscriber, then you must not grant access to the Site to any non-Subscriber.
- 2.2. You agree that:
 - a) you are solely responsible for all costs and expenses you may incur in relation to your use of the Site, as per the **TERMS OF PURCHASE**;
 - b) you will keep your password and other account details confidential and not share them with any non-Subscriber.

2.3. You may not use the Site:

- a. in any way that breaches any applicable law or regulation;
- b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- c. for the purpose of harming or attempting to harm minors in any way;
- d. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in these Terms;
- e. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation;
- f. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.

2.4. You also agree:

- a) not to sell, resell, sub-license, reproduce, duplicate, copy or delete any part of the Site in contravention of these Terms;
- b) not to access without authority, interfere with, damage or disrupt:
 - i. any part of the Site;
 - ii. any equipment or network on which the Site is stored;
 - iii. any software used in the provision of the Site; or
 - iv. any equipment or network or software owned or used by any third party.

3. CONTENT

3.1. Not to carry out data mining, screen scraping or crawling of the Platform or Our Content, unless you have asked us first, and we have agreed in writing;

- a) not to take a picture or record any part of Our Content;

- b) not to use Our Content to create your own database;
- c) not to use the Site or Our Content illegally, fraudulently or in breach of any applicable local, national or international law or regulation, third-party rights or our terms.
- d) not to interfere with or disrupt any part of the Site or servers, networks, equipment or software connected to the Site;
- e) not to upload any content to the Site which is hurtful, violent, racist, illegal, distressing, threatening, offensive, discriminatory, pornographic, harassing, misleading, defamatory, likely to encourage criminal or illegal acts or that infringes another person's rights;
- f) not to use the Site to send, receive, upload, download, use or re-use any material which does not comply with these **Terms of Website Use**, along with our **Terms of Purchases and Privacy Policy**, or does not belong to you (unless you have permission); and
- g) not remove or tamper with any copyright and owner notices that relate to Our Content.
- h) pretend to be someone else or pretend you are linked to them;
- i) collect or use information about someone else unless they have said you can;
- j) allow any-one else to use your Account or log-in details;

3.2 Do not continue to use the Site if your Account has been cancelled.

4. OWNERSHIP OF CONTENT

4.1 All materials displayed on the Site, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trademarks contained within the Site (Content) are protected by copyright and other intellectual property laws unless otherwise indicated.

- 4.2 Copyright in the Site (including text, graphics, logos, icons, audio files, illustrations, video, computer code and software) and the Content is owned or licensed by Spelling Beats CIC (11010243). Except as expressly authorised by these General Conditions, or by legislation or statute, Users must not in any form or by any means:
- a) adapt, copy, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Content; or
 - b) commercialise any information, products, or services obtained from any part of the Content.
- 4.3 Copyright: Users must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit, share or distribute this Content in any way except as expressly provided for in these General Conditions or with our express prior written consent.
- 4.4 Users must not use the Content for commercial purposes without first obtaining our prior written consent.
- 4.5 We may prevent, terminate or suspend your access to the Site with immediate effect if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law. If we exercise our rights under this clause then we will have no further liability to you, including liability to refund subscription fees.
- 4.6 We may update and change the Site from time to time and we do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.7 All content, material, text, audio, images, graphics, software and logos (and intellectual property rights in these) on or in our Site and on paper-based resources ("Our Content") is owned by us or our third parties and is protected by UK and international copyright and other intellectual property laws. We reserve all of our and their rights in any intellectual property in connection with these Terms

- 4.8 You can read and access Our Content within the program but can't use it in any other way (unless we say so in writing in our Site or otherwise). If you use our Content without our permission you may infringe or breach the rights of the owner.
- 4.9 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access and use the Site. If you think someone is using Our Content who shouldn't be, please let us know quickly by: emailing us: support@spellingbeats.com

5. ACCURACY OF INFORMATION ON THE SITE

- 5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for every purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 5.2 Content on the Site does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

6. PRIVACY AND DATA PROTECTION

Use of the Site is subject to the provisions of our terms and conditions and our [Privacy Policy](#).

7. HYPERLINKS AND THIRD PARTY SITES

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

8. PRODUCT USE

- 8.1 Spelling Beats is a web-based program accessed from: www.spellingbeats.com and <https://play.spellingbeats.com/auth/login>. As

Spelling Beats is a web-based application, our program works best on desktop computers via Google Chrome 77 or later.

- 8.2 Spelling Beats does work on tablets and is best accessed from Google Chrome 77 or later. As we do not have a mobile app yet, we cannot guarantee the whole program will work on every tablet and mobile device. As Spelling Beats is a web-based application, we are not liable for any program running errors in connection with being accessed from a tablet or mobile device.
- 8.3 Spelling Beats is not liable for any program running errors in connection with dated systems.
- 8.4 Any images of the products on our Website are for illustrative purposes only. We cannot guarantee that your computer's display will accurately reflect the product. Your product may vary slightly depending on the computer and device you use.
- 8.5 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Website have a slight tolerance.
- 8.6 Smoothwall and school/network filtering systems could have an impact on the running and quality of the Site. Spelling Beats is not liable for any program running errors in connection with school networking and filtering errors/blockers. Please contact your school IT support to help resolve any filtering/networking issues.

9. .LIMITATION ON OUR LIABILITY

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses:

- a) that were not foreseeable to you and us when these Terms were formed; or
- b) that were not caused by any breach on our part

- c) business losses; and
- d) losses to non-consumers.

10. EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

11. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

12. VARIATION

No changes to these Terms are valid or have any effect unless agreed by us in writing.

13. DISPUTES

- 13.1 If you are unhappy with us please contact us as soon as possible. We will try to resolve any disputes with you quickly and efficiently.
- 13.2 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 13.3 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England.

13.DATA PROECTION LAWS

Spelling Beats shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the provisions of the Terms as per our [Privacy Policy](#).

14. INDEMNITY

- 14.1 The teaching organisation shall indemnify and keep indemnified Spelling Beats CIC against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the teaching organisation of its obligations under this Schedule.
- 14.2 Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") from and against all loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("Damage") suffered or incurred by the Indemnified Party as a result of the Indemnifying Party's breach of the provisions of this Schedule, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under this Clause; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing Damage it may suffer as a consequence of the Indemnifying Party's breach.

15 LIABILITY

- 15.1 The Company shall have no liability to the School, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for or in connection with:
- a) Spelling Beats CIC Terms and Conditions
 - b) loss, interception or corruption of any Data resulting from any negligence or default by any provider of telecommunications services to the Company or the School;
 - i. any loss arising from the default or negligence of any supplier to the School;
 - ii. damage to reputation or goodwill; and/or

iii. any indirect or consequential loss.

15.2 Nothing in this clause shall limit the liability of the Company for any death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other matter for which liability cannot be limited or excluded as a matter of law.

16 FEEDBACK OR COMPLAINTS

16.1 If you have any general complaints or wish to request further information about the Site, please contact us using one of the methods outlined in paragraph 1.9 of these Platform Terms and we will try to fix the problem. See the [Privacy Policy](#) for making data protection related complaints.

16.2 Please let us know if you have any feedback. If you do feedback, we may use these without paying you for them and, remember, you do not have to give us feedback.

17 HEALTH & SAFETY

17.1 Headphones. As Spelling Beats contains audio, users might use headphones. Therefore, we advise users to ensure levels are set at a sensible level.

17.2 Screen time. As with all other computer programs, it is advisable for users to take breaks away from the screen.

18 GENERAL

18.1 Transfer. We may transfer our rights and obligations under these **Terms of Website Use** to another organisation. We will contact you to let you know if we plan to do this. You may only transfer your rights or your obligations under these Terms of Website Use to another person if we agree in writing.

19 CONTACT US

If you have any questions about these **Terms of Purchase**, your Subscription, the **Terms of Website Use** and **Privacy Policy**, please either refer to the help section within the website, or contact us below:

e-mail us: support@spellingbeats.com

Spelling Beats CIC Company No. 11010243