



Terms of use

This page outlines our general terms and conditions regarding the use of our website, www.redboxlearning.com, whether as a guest or a registered user. Please read these terms and conditions carefully before you start to use our website. By visiting and using our website, you indicate that you accept these terms and conditions and that you agree to abide by them. If you do not agree to these terms and conditions, please refrain from using our website.

1. Interpretation

1.1 In these terms and conditions the following expressions have the following meanings:
"Content" means any information, data, database, text, graphics, links or computer code published on or contained within the Website.

"Our website" means www.redboxlearning.com or any website operated, maintained or designed by us by which we provide services.

"We" or "us" means RedBox Learning.

"You" means any person, school, authority or company who uses our website.

2. Amendments

2.1. We may update these terms and conditions from time to time and any changes will be notified to you by an announcement on our website. If you continue to use our website after the date on which the change comes into effect, your use of our website indicates your agreement to be bound by the new terms and conditions.

3. Accessing our Website

3.1. Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice. We will use our reasonable endeavours to operate our website, however, we will not be liable if you cannot access our website or because of the failure, suspension or withdrawal of all or part of the content. We may change, suspend or cancel the operation of our website or any part of its content at any time.

3.2. To access certain areas of our website you may be required to register with us. In completing the registration process you must provide us with accurate and complete information as prompted by the applicable registration form. If you choose, or you are provided with a user name or password or any other piece of information as part of our security procedures you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions.

3.3. By registering your details with us your details may be used by us to contact you. From time to time we will use your registered email address and other contact information to send you information and updates about our services. All email correspondence will



contain an unsubscribe link if you wish to opt-out from further email correspondence from us, if you want to contact us regarding email correspondence please email info@redboxlearning.com.

3.4. You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them. We reserve the right to exclude students from our website if in our reasonable opinion their behaviour is affecting the experience of other users negatively.

4. Intellectual Property Rights

4.1. We are the owner of the licensee of all intellectual property rights in our website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2. You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

4.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4.4. Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

4.5 You must not use any part of the materials on our website for commercial purposes without obtaining a license to do so from us or our licensors.

4.6. If you print off, copy or download any part of our website in breach of these terms and conditions, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4.7. No rights to or property on our website will pass to you at any time.

4.8. The name "RedBox" and our logo and all related service names and slogans are trade names, service marks or trademarks and may not be used without our prior written consent.

5. Reliance on Information Posted

5.1. Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

6. Our Website Changes Regularly

6.1. We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

7. Our Liability



7.1. The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

7.1.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

7.1.1.1. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

7.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

8. Information about you and your visits to our website

8.1. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

8.2. When you visit our website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

9. Uploading Material to our Website

9.1. Any material you upload to our website/services will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their rights to privacy.

9.2. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website.

10. Viruses, Hacking and other offences

10.1. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not



attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

10.2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

10.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

11. Linking to our Website

11.1. There may be links to our website from a third party website that is not owned and controlled by us. In the event that a link is made to our homepage we confirm that this does not suggest any association, endorsement or approval from us.

11.2. You must not establish a link from any website that is not owned by you.

12. Links from our Website

12.1. Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

13. Jurisdiction and Applicable Law

13.1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

13.2. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. Variations

14.1. We may revise these terms and conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website, such as our refund policy.

15. Advertising



15.1. Part of our website may contain advertising. Advertisers are responsible for ensuring that material submitted for inclusion on our website complies with relevant laws and codes. We will not be responsible for any error or inaccuracy in advertising material.

16. Your Concerns

If you have any concerns about material which appears on our website, please email info@redboxlearning.com.

Thank you for visiting our website.