

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy, for details of which please refer to our website.

2. Copyright and Publishing notices

- 2.1 Copyright (c) 2011 Gary Siva, Publishing (P) Zumos Wellbeing Ltd.
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright, publishing and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

- 3.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) stream audio and video files from our website; and
 - (e) use our well-being services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

- 3.3 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.4 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 3.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website

4. Acceptable use

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - (e) access or otherwise interact with our website using any robot, spider or other automated means; or
 - (f) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

5. Use on behalf of organisation

- 5.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project, to these terms and conditions, and in these circumstances references to “you” in these terms and conditions are to both the individual user and the relevant person, company or legal entity (unless the context requires otherwise).

6. Registration and accounts

- 6.1 To register as a user of our website services, you must pay the applicable subscription fee where appropriate. You will be asked to choose a user name and password after any payment has been made and we will send you a confirmation of your registration details, at which point the contract between us for the supply of the website services shall come into force.
- 6.2 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.3 You must not use any other person's account to access the website.

7. User IDs and passwords

- 7.1 If you register for an account with our website,
- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 12; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

- 8.1 We may:
 - (a) suspend your account;
 - (b) cancel your account; and/or
 - (c) edit your account details,

at any time in our sole discretion without notice or explanation, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, we will refund to you a pro rata amount of your payment, such amount to be calculated by us using any reasonable methodology.

- 8.2 You may cancel your account on our website by contacting us and requesting that your account be cancelled and we will deactivate your it. You will not be entitled to any refund if you cancel your account in accordance with this Section 8.2.

9. Subscriptions

9.1 Schools

9.1.1 School subscribers have an administration panel with which to

- * control content;
- * add their own further help information; and
- * play how to be happy messages.

9.1.2 Schools are eligible for registration as subscribers upon entering into an agreement to

- * adhere to the company's engagement process;
- * accept pre-approved sponsors;
- * commit to an agreed number of funding applications;
- * accept the option of parent funding at any time;
- * remain open to all other revenue generating possibilities.

9.1.3 Access Fee – Schools only pay* (1) Primary School £495, (2) Secondary School £995 for the services available at the time of subscribing, please check prices and features applicable at the time of subscribing. We will not ask a school to pay more than the Access Fee, unless they wish to pay the Full Fee detailed at 9.1.4.

9.1.3.1 Payment of the appropriate Access Fee allows full use of the offered Zumos service, including; set up, staff training, engagement and named engagement manager, as determined from time to time by the company.

9.1.3.1 Schools taking advantage of the Access Fee will be required to: (1) apply for a grant/funding, (2) accept vetted sponsorship or (3) undertake other fund-raising activities to help reach the Full Fee described at 9.1.4

9.1.3.2 If fundraising is successful then the Access Fee (9.1.3) will be returned/retained by the school, making Zumos effectively free for a school.

9.1.4 Full Fee – The full supply price* for Zumos is (1) Primary School £3500 or (2) Secondary School £8300, for the services available at the time of subscribing, please check prices and features applicable at the time of subscribing.

9.1.4.1 Schools paying the full fee will not be required to accept sponsorship or undertake any fundraising activities.

**prices correct at the time of writing.*

9.2 Under 18s

Subscribers under the age of 18 have access to all features free of charge except for rewards.

9.3 Adults

Adult subscribers have

9.3.1 free access to how to be happy titles and to quizzes with advertising;

9.3.2 access to all features upon payment of an annual subscription of £9.95.

9.4 Sponsors

Those sponsoring a child, school, region or country.

9.5 For so long as your account and subscription remain active in accordance with these terms and conditions, you will benefit from the features specified on our website in relation to your subscription type.

9.6 We may from time to time vary the benefits associated with a subscription by posting a new subscription description on our website, providing that if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your subscription, and we will refund to you a pro rata amount of the fee paid in respect of your subscription, such amount to be calculated by us using any reasonable methodology.

9.7 At the end of any period of subscription for which you have paid, and subject to the other provisions of these terms and conditions, your subscription will be automatically renewed

and you must pay to us the applicable subscription fees, unless you cancel the subscription by contacting us and requesting that your account be cancelled.

10. Fees

10.1 The fees in respect of our website services will be as set out on the website from time to time.

10.2 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.

10.3 You must pay to us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.

10.4 We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

11. Your content: licence -

11.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

11.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.

11.3 You grant to us the right to sub-license the rights licensed under Section 11.2.

11.4 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

12. Your content: rules

12.1 You warrant and represent that your content will comply with these terms and conditions.

12.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

12.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;

13. Report abuse

13.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

13.2 You can let us know by email support@zumos.co.uk, or telephone 0333 050 0102.

14. Limited warranties

14.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

14.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

14.3 To the maximum extent permitted by applicable law and subject to Section 15.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

15. Limitations and exclusions of liability

15.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Section 15 and elsewhere in these terms and conditions:

- (a) are subject to Section 15.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

15.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

15.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

15.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

15.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

15.8 Any provisions in this agreement which seek to exclude or limit the liability of the Seller for breach of the terms implied by the Supply of Goods and Services Act 1982 shall not apply where the Buyer is a consumer.

16. Indemnity

16.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly' out of:

- (a) any breach by you of any provision of these terms and conditions; or
- (b) your use of Our website.

17. Breaches of these terms and conditions

17.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;

- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

17.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

18. Third party websites

18.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

18.2 We have no control over third party websites and their contents, and subject to Section 15.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

19 Trade Marks

19.1 Zumos® SpeakOut™ How To Be Happy™ Griddler™ FaceChase™ PipHop™ PowerQuiz™, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

19.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

20. Variation

20.1 We may revise these terms and conditions from time to time.

21. Assignment

21.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

21.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

22. Severability

- 22.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 22.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

23. Third party rights

- 23.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.
- 23.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

24. Entire agreement

- 24.1 Subject to Section 15.1, these terms and conditions, together with our privacy and cookies policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

25. Law and jurisdiction

- 25.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 25.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

26. Statutory and regulatory disclosures

- 26.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 26.2 These terms and conditions are available in the English language only.

27. Our details

- 27.1 This website is owned and operated by Zumos Wellbeing Ltd.

- 27.2 We are registered in England and Wales under registration number xxx, and our registered office is at 89 Clarendon Road, Southsea, Hampshire PO4 0SA.
- 27.3 Our principal place of business is at 89 Clarendon Road, Southsea, Hampshire PO4 0SA.
- 27.4 You can contact us by writing to the business address given above, by using our website contact form, by email to support@zumos.co.uk or by telephone on 0333 050 0102.