

Flipped Study Limited - Conditions of Browsing, Use and Downloading

- 1. By using this website you (or whomever you use it on behalf of) are deemed to accept that the terms outlined in this document concerning its use is legally enforceable between you and Flipped Study Limited, English and Welsh Company Number 11002132 ("Flipped Study", and also "We/Us/Our" etc.), the owner and provider of this website, and you warrant that you are a private individual permanently resident in the United Kingdom, either with capacity to enter into binding relations, or whose guardian has done so on your behalf. If you (or your guardian) do not wish to be deemed to have agreed these conditions then you must stop using this website immediately. Use of the website is also governed by our Privacy Policy which is incorporated into these conditions by this reference.
- 2. In the event that any of the provisions of these conditions are not followed we reserve the right to suspend or terminate your access to the service (in total). Any users banned in this way must not attempt to use the website under any other name or by using the access credentials of another user, with or without the permission of that user.
- 3. This website may only be used bona fide by private individuals browsing internet content for their own private personal purposes; this website may not be used by any other type of user. In particular commercial competitors of ours, those looking to promote goods or services to us, hackers, and aggregators may not use this site and must cease doing so if they have started.
- 4. Unless otherwise indicated on the website, or given express written permission to do so by us, and subject to re-use without written permission under any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988, you may only print, reproduce, copy, distribute, store, or in any other fashion re-use, Content for private personal purposes (including, but not limited to: recreational use and use in education as a student or teacher); <u>YOU MAY NOT USE CONTENT FOR ANY COMMERCIAL PURPOSES; YOU MAY NOT SELL, COPY OR RE-PUBLISH IT IN PART OR IN WHOLE FOR SUCH PURPOSES; YOU MUST NOT COPY, DISTRIBUTE, OR STORE VIDEO CONTENT IN ANY FORM WHATSOEVER.</u>
- 5. Subject to any specific exceptions outlined in these conditions, any text, logos, icons, page layouts, page layout, graphics, images, audio, video, software, data, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this website ("Content") unless uploaded by you, is deemed between you and us to be our property that you acknowledge is protected by applicable United Kingdom and International intellectual property and other laws.
- 6. Further Rules applicable to particular forums or other sub-sections within the site may be published in such sub-sections; these rules apply to the website as a whole. Content submitted by Users is not screened by us prior to appearing online. You guarantee that any Content you submit to the site is true, accurate and complete. We retain the right to exercise our sole discretion to remove, alter, or relocate any Content as we deem appropriate without the consent of the author. We shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal of Content, please submit your query to us using the contacts in the contacts link. This does not constitute an undertaking to explain our actions. You acknowledge that we reserve the right to monitor and edit and/or remove any and all communications made to us or using our System. You accept responsibilities for your posts onto the website (and any consequences arising), and agree:

- 6.1 not to use the site to send chain letters, junk mail, 'spam', solicitations (commercial or noncommercial) or bulk communications of any kind. If a member puts an email address or web address into a message, you may not use it for any purpose other than that which the Member intended.
- 6.2 not to use the website to arrange meetings.
- 6.3 not to post appeals for case histories; unauthorised appeals for information will be removed.
- 6.4 not to impersonate any other person or entity, whether actual or fictitious.
- 6.5 not to publish, send or distribute any message or material (in any media or form) that is unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, threatening, racially or sexually or otherwise discriminatory, offensive, inaccurate, is in breach of confidence or a third party's intellectual property rights or which otherwise includes objectionable material of any kind or nature, that encourages or engages in conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation or which is otherwise disruptive to the website or might interrupt, damage, render less efficient, the website, or in any way harm the operation of another's computer.
- 7. This website may contain links to other sites. Unless expressly stated, these sites are not under our control and we assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them.
- 8. Those wishing to place a link to this website on other sites may do so without prior permission only to the home page of the website. Deep linking (i.e. links to specific pages within the site) requires our express written permission; to find out more please contact us using the contacts shown on the "contacts" link.
- 9. You must keep any password issued to you to access the website secure and confidential, and must not disclose it to or share it with anyone. You accept responsibility for all activities that occur under your password.
- 10.Nothing in these conditions is intended to exclude or restrict our liability for causing death or personal injury, or resulting from any negligence or fraud on our part; the remainder of these conditions is subject to this clause. We will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Content, nor for any errors or omissions in the Content. Use of and reliance upon such Content is entirely at your own risk.
- 11. WE MAKE NO WARRANTY OR REPRESENTATION THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE OF SATISFACTORY QUALITY, THAT IT WILL BE FIT FOR A PARTICULAR PURPOSE, THAT IT WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES, THAT IT WILL BE COMPATIBLE WITH ALL SYSTEMS, THAT IT WILL BE SECURE AND THAT ALL INFORMATION PROVIDED WILL BE ACCURATE. WE MAKE NO GUARANTEE OF ANY SPECIFIC RESULTS FROM THE USE OF OUR SERVICES.
- 12.No part of this website is intended to constitute advice and the Content of this website should not be relied upon when making any decisions or taking any action of any kind.
- 13.Whilst effort has been applied aimed at ensuring that what is posted is true, accurate and complete, we are not responsible for the third party postings, and do not guarantee that descriptions are true, accurate or complete.

- 14. This website 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.
- 15.We accept no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 16.TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ACCEPT NO LIABILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE, FORESEEABLE OR OTHERWISE, INCLUDING ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE USE OF THE WEBSITE OR ANY INFORMATION CONTAINED THEREIN. USERS SHOULD BE AWARE THAT THEY USE THE WEBSITE AND ITS CONTENT AT THEIR OWN RISK.
- 17. In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these conditions and shall not affect the validity and enforceability of the remainder of the contract. This term shall apply only within jurisdictions where a particular term is illegal.
- 18.Should we wish reasonably to vary these Terms we may do so by publishing the revision on its website; you shall be mutually deemed to have accepted any such revision notified after 30 days if you continue then to access the service.
- 19.In the event that any party to these conditions fails to exercise any right or remedy contained in these conditions, that shall not be construed as a waiver of that right or remedy.
- 20.In the event of any conflict between these conditions and any prior versions thereof, the provisions of these conditions shall prevail.
- 21.These conditions and the relationship between you and us shall be governed by and construed in accordance with the Law of England and Wales and you and we agree to submit to the exclusive jurisdiction of the Courts of England and Wales.