

Individual Subscription Terms

This version is effective from: 1 August 2024

What these Terms are and how they apply.

These terms and conditions (the "**Terms**") set out the terms under which Century-Tech Limited ("**Century**") provides individual parents, guardians, tutors and older students (the "**Subscriber**", you, "your") with access to Century's proprietary intelligent learning platform (the "**Platform**") which is made available and described in more detail at www.century.tech.

These Terms are incorporated into and govern any usage of the Platform, and form a legally binding agreement between us (this "**Agreement**"). In addition, Century's **Privacy Policy**, which contains important information including about the collection and use of the student's data, forms part of this Agreement. The Subscriber will be deemed to have accepted these Terms upon subscribing to any product, module or package (the "**Package(s)**") available on the Platform. The fees or other charges (the "**Fees**") payable for such Packages will be as set out on the Platform. A trial or other free access periods ("**Trial**") may be made available.

The Subscriber agrees that Century may update these Subscription Terms from time to time by providing the Subscriber with written notice of the update and/or posting the update on the Platform.

To whom these Terms apply.

Please note that these Terms apply to individuals who subscribe directly with Century – usually parents, guardians, tutors and older students. They do not apply to you if you are using the Platform or accessing our services via your school or other organisation (for example as a teacher or student, or sometimes parents/guardians). In that situation we will have a contract with that organisation, to provide them with access to the Platform, and you will be subject to their contract with us.

Some individual Subscribers may be deemed to be a **Consumer** (normally parents/guardians and older students). You will be treated as a Consumer if you are an individual, and you are buying a subscription from us wholly or mainly for your personal or children's or ward's use. Some individual Subscribers may be deemed to be a business (normally tutors). You will be treated as a business if you are buying a subscription from us 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. Some terms apply differently to Consumers and businesses as noted in the relevant clause.

You must be 18 or over to become a Subscriber. Students under the age of 18 may use the Platform under a subscription and account belonging to a parent, guardian or tutor Subscriber, and will be known as a "**User**" under such account. The parent, guardian or tutor, acknowledges and warrants that they have and will provide all requisite authority from, and on behalf of, the student / child including where relevant (for example as a tutor) the parent/guardian of the student.

About us and how to contact us.

The Platform and related services are made available by CENTURY-TECH LIMITED (known as "**Century-Tech**", "**Century**", "we", "us", "our"). **CENTURY-TECH LIMITED** is an English company (No: 08482934) with its registered office at 2 Printer's Yard, 90a The Broadway, London, England, SW19 1RD.

If you are having trouble accessing these Terms or the Platform, or if you have any other questions about Century or these Terms, you can contact us using the following methods:

On Site	Contact us via https://www.century.tech/contact-us/
Email	Send us an email at: info@century.tech
Post	Write to us at: 15 Alfred Place, London, WC1E 7EB

KEY TERMS AND YOUR RIGHTS - Please see and take particular note of:

- Section 2.1 and 2.2 for more information about **auto renewal**, and also what happens (including **automatic payments** that may be taken) at the **end of any Trial**.
- Section 2.3 and 2.4 for more information about **your cancellation rights**.
- Section 2.5 to 2.8 for more information about **changing your subscription Package**.
- Section 6 and the Privacy Policy for more information on our **use of personal data**.
- Section 7 for more information on **our right to suspend or terminate** your subscription.
- Section 8 for more information on **our warranties and disclaimers**.
- Section 9 for more information on **our limitation of liability**.

1. SUBSCRIPTION ORDERS AND FEES

- 1.1** Potential Subscribers may select a Package, including a Trial if available, from the options as displayed and described on the Platform.
- 1.2** Subject to ongoing payment of the Fees, we will grant to the Subscriber a limited, non-exclusive, non-transferable, non-sub-licensable right to use and permit students (each a "**User**") to access and use the relevant Package on and via the Platform during the relevant monthly or annual (or other) subscription period specified in the Package and related Subscription Order ("**Subscription Period**"), including any renewals of the Subscription Period, provided that Century reserves the right in its sole discretion at any time and for any reason to deny or discontinue usage rights to any Subscriber or potential Subscriber and to refund any Fees paid for the period of non-usage.
- 1.3** Subscription Fees will be detailed for you with information about the Package on the Platform, at the time you submit your Subscription Order. The Fee for your Subscription Period will be billed monthly or annually as appropriate in advance. Your subscription will continue month-to-month or year-to-year as appropriate until terminated by you or by us as set out below.
- 1.4** If a payment is not successfully taken, due to card expiry, insufficient funds, or otherwise, and you do not change your payment method or cancel your account by the end of the billing cycle, we will suspend your access to the Package or Platform. This may result in a change to your payment billing dates, and you remain responsible for any uncollected amounts that are due and payable under these Terms.
- 1.5** We may change the prices of our subscription Packages, and therefore your Fees, from time to time. However, any price/Fee changes will apply to you no earlier than 30 days following the date we give notice to you. You may cancel your subscription following a price change, in accordance with the cancellation provisions below.
- 1.6** Century may from time to time update, enhance, modify or otherwise change the services available under a Package or on the Platform.

2. AUTO RENEWALS, TRIALS, CANCELLATION RIGHTS, CHANGING YOUR PACKAGE, AND TERMINATION BY YOU

AUTO RENEWAL:

- 2.1** Unless you cancel your subscription at least 24 hours before your billing date, the Subscription Period will automatically renew ("**Renewal Period**"), and you authorise us to charge your next Subscription Period Fee to your chosen payment method. You authorise us to continue billing the payment method for each Renewal Period until termination or cancellation.

AUTO ROLLOVER FROM TRIAL:

- 2.2** If you have had a free Trial period, you will be automatically rolled over onto a paid subscription at the end of your free Trial period. We will automatically bill your payment method for your subscription Fee at the end of the free Trial period, unless you cancel your subscription at least 24 hours prior to the end of the free Trial period.

CANCELLATION BY YOU:

- 2.3** In the event you are a **Consumer**, the following section will apply:
 - 2.3.1** When you subscribe to a Package, including a Trial, you consent to the immediate start of your subscription. You acknowledge that this may affect your right to cancel under the Cooling Off Period below.
 - 2.3.2** As a Consumer, you have the right to cancel your paid for subscription within fourteen (14) days from the start of the paid for Subscription Period (the "**Cooling Off Period**").
 - 2.3.3** You can exercise your right to cancel during the Cooling Off Period by contacting us.
 - 2.3.4** If you cancel your paid subscription during the Cooling Off Period, we will give you a pro rata refund that corresponds to the number of days between your cancellation and the end of your billing period.
 - 2.3.5** We will provide you with any applicable refund amount within fourteen (14) days of cancellation during the Cooling Off Period. We will use the same means of payment for your refund that you used for subscribing.
 - 2.3.6** Other than during the Cooling Off Period, you may cancel your subscription at any time by using the functionality in the relevant account section on the Platform or contacting us. If you cancel your subscription other than in the Cooling Off Period, you will continue to have access to the Package through to the end of your billing period. We do not provide refunds or credits for any partial Subscription Periods.
- 2.4** If you are not a Consumer, the Cooling Off Period will not apply. You may cancel your subscription at any time by using the functionality in the relevant account section on the Platform or contacting us. Termination by you will take effect at the end of the then current Subscription Period, unless cancellation is within 24 hours of the end of the current period. In such circumstances (less than 24 hours notice) we will attempt to process your cancellation before the end of the current period, but it may not take effect until the end of the following period, in which case you will be billed for a further period and will continue to have access to the Package until your next billing date. We do not provide refunds or credits for any partial Subscription Periods.

CHANGING YOUR PACKAGE:

- 2.5** You may at any time change your subscription Package, including switching, adding or removing a Package, or removing Users.
- 2.6** If you switch, add to or increase your subscription Package in a way that increases the Fee payable:
 - 2.6.1** you will have access to the new Package immediately;
 - 2.6.2** you will be charged a pro rata amount for any increased Package Fee relating to the period from the Package change date to the end of the current Subscription Period. This amount will be charged automatically via your existing payment method.
 - 2.6.3** from the start of your next Subscription period the standard increased Fee will be charged.

- 2.7 If you switch your subscription Package in a way that reduces the Fee payable:
- 2.7.1 you will have access to the new Package immediately;
 - 2.7.2 any new reduced Fees will be charged from the start of your next Subscription Period;
 - 2.7.3 we do not provide any pro rata or other refunds of the Package Fee relating to the period from the Package change date to the end of the current Subscription Period.
- 2.8 If you reduce the number of Users under your subscription Package in a way that reduces the Fee payable:
- 2.8.1 you and the Users will continue to have access to the existing Package until the end of the current Subscription Period;
 - 2.8.2 any new reduced Fees will be charged from the start of your next Subscription Period; and
 - 2.8.3 we do not provide any pro rata or other refunds of the Package Fee relating to the period from the Package change date to the end of the current Subscription Period.

3. SUBSCRIBER OBLIGATIONS AND RESTRICTIONS; WARRANTIES AND LIABILITY.

- 3.1 The Subscriber agrees that:
- 3.1.1 it will not allow more than one individual to access an account given to a User (a "**User Account**");
 - 3.1.2 other than an authorised User, it will not share, resell, sublicense or otherwise allow others to access or use its account or subscription;
 - 3.1.3 it and each User will keep his/her User Account details (including password) secure;
 - 3.1.4 it will provide Century with all necessary registration and other on-boarding details or data.
 - 3.1.5 it will not use the Platform in any unlawful, harmful, defamatory or similar way and that it will not upload any viruses or similar harmful programs to the Platform;
 - 3.1.6 it has all rights, permissions and consents necessary to permit Users to access the Platform and for Century to process and store information relating to Users to perform its obligations and exercise its rights under this Agreement (including providing the Platform to Users) as set out in this Agreement and Century's Privacy Policy (located at www.century.tech);
 - 3.1.7 Century can process and store information relating to the Subscriber and Users to enable Century to perform its obligations under this Agreement;
 - 3.1.8 it will be solely responsible for procuring and maintaining network connections and telecommunications links to the Platform; and
 - 3.1.9 it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, promptly notify Century.
- 3.2 Except to the extent permitted by applicable law, the Subscriber will not attempt to adapt, copy, modify, duplicate, create derivative works from, frame, mirror, republish, distribute, download, display, transmit, reverse engineer, decompile, or disassemble the Platform (or any software relating to it).
The Subscriber acknowledges that it is responsible for the acts and omissions of the Users.

4. OWNERSHIP

- 4.1 The Platform is owned by Century. It is offered through a subscription and is not sold to a Subscriber. All right, title, and interest in and to the Platform (including all intellectual property rights) are and will remain the property of Century, regardless of the source giving rise to the intellectual property.
- 4.2 The "Century" trademark is protected by international trade mark laws and treaties, as well as other intellectual property laws. The Subscriber is not granted any right to use any of Century's trade or service marks and Century retains all right, title, and interest in its trade and service marks.
- 4.3 The Subscriber agrees that Century may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by the Subscriber or Users during the course of their use of the Platform in relation to the functionality, user experience, operability or similar to the Platform.
- 4.4 The Subscriber hereby assigns to Century all intellectual property rights that Subscriber may have in relation to any such comments, suggestions or contributions referred to in clause 4.3.
- 4.5 For the avoidance of doubt, the Subscriber will not acquire any right, title or interest in or to any intellectual property rights owned by Century or its licensors.

5. CONFIDENTIAL INFORMATION

- 5.1 The Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Platform including improvements are confidential and contain trade secrets (collectively "**Confidential Information**").
- 5.2 The Subscriber agrees to keep all Confidential Information confidential and not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Century.
- 5.3 On termination or expiration of this Agreement, subject to Clause 7.5 (which provides for a period of time under which the Subscriber may continue to access data held) Century may, at its own cost and as soon as practicable, but having regard to Century's legal duties, following such termination or expiration, and subject to any retention periods as permitted by law or set out in the Privacy Policy, destroy any data that identifies an individual User, provided, however, that having regard to Century's Legitimate Interest Century will not be required to destroy copies of computer records or files which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot be reasonably deleted provided that upon any restoration of such data Century shall take active steps to delete that data to which this clause 5.3 applies.

6. DATA PROTECTION

- 6.1** Century undertakes that it shall treat all Personal Data that it accesses or captures in the course of its provision and management of the Platform in accordance with its Privacy Policy and that it shall not use, disclose or, save where it is lawfully entitled to do so under this Agreement, provide access for the benefit of any third party to such Personal Data directly or indirectly without the express consent in writing of the Subscriber or the relevant User including any requirement to do so under any legislation.

7. SUSPENSION AND TERMINATION BY CENTURY

- 7.1** If (i) the Subscriber has failed to pay any Fees by the relevant due date; or (ii) Century, acting reasonably, believes that the Subscriber is in breach of this Agreement, Century may, at its discretion and without prejudice to its other rights and remedies, suspend the Subscriber's right to access the Platform.
- 7.2** Century will be entitled to terminate this Agreement by providing not less than 30 days' written notice to the Subscriber prior to the expiry of the Subscription Period or any Renewal Period.
- 7.3** Century may terminate this Agreement in the event the Subscriber commits a breach of this Agreement and, to the extent it can be cured, fails to cure the breach within 30 days of a written notice requiring the breach to be remedied.
- 7.4** The expiry or termination of this Agreement (howsoever caused) will be without prejudice to: (i) any other rights which either party may have under this Agreement; (ii) any liabilities accrued prior to the date on which the expiry or termination takes effect; and (iii) any rights or obligations of a person which are expressly stated to survive, or by their nature survive, expiry or termination of this Agreement.

8. LIMITED WARRANTY AND DISCLAIMER

- 8.1** Century warrants to the Subscriber that: (i) Century will comply with all applicable laws in connection with the provision of the Platform; and (ii) Century will provide the Platform and related services with reasonable skill and care and substantially as described in these Terms.
- 8.2** Any advice or other materials on the Platform are intended for general information purposes only. They are not intended to be a substitute for or used to give professional advice or teaching, nor a guarantee of success in learning or exams.
- 8.3** Whilst we use reasonable efforts to provide high quality information and services, to the maximum extent permitted by applicable law, we do not represent, warrant or promise (whether express or implied) that any content or information is or remains accurate, complete and up to date, or will be uninterrupted or error free.
- 8.4** To the maximum extent permitted by applicable law, any reliance you place on the information or on the Platform is at your own risk.
- 8.5** **If you are acting as a business** (this does not apply to Consumers), except for the limited warranties provided in clause 8, to the maximum extent permitted by applicable law, the Platform is provided "as-is" without warranty of any kind, either express or implied, including but not limited to any implied warranty of fitness for a particular purpose or use, quality, productiveness or capacity, or that the operation of the Platform will be error free.
- 8.6** Nothing in these Terms shall operate to prejudice or limit any mandatory statutory requirement or your statutory rights.
- 8.7** The Platform and/or the content may contain links to third party websites and services. If you decide to visit any third party site or use a third party service, you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed on such websites or services. Links do not imply that the Platform is affiliated to or associated with such sites or services.

9. LIMITATION OF LIABILITY

- 9.1** **If you are a Consumer**, we are responsible to Consumers for foreseeable loss and damage caused by us. Therefore, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching 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. We are not responsible to Consumers for losses that were not foreseeable to both parties when the contract was formed, losses that were not caused by any breach on the part of Century, and nor business losses.
- 9.2** **If you are acting as a business**, except to the extent the following liability limitation is prohibited by applicable law, in no event will either party be liable to the other party, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for (i) any indirect, punitive, consequential or special loss; or (ii) loss of opportunity, savings, profits, goodwill, business, anticipated benefits, data and computer failure or malfunction, that arises under or in connection with this Agreement.
- 9.3** **Unless our liability cannot be limited in respect of a Consumer**, each party's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation, or otherwise, will not exceed the Fees paid by the Subscriber to Century in the 12 month period prior to the date on which the relevant claim arose.
- 9.4** Nothing in this Agreement excludes the liability of either party for (i) death or personal injury resulting from negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any other liability which cannot be limited or excluded by applicable law.
- 9.5** Nothing in these Terms shall affect the statutory rights of a Consumer.

10. MISCELLANEOUS

- 10.1** Neither party will be liable to the other party for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or

suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

- 10.2** Waiver of any default or breach under this Agreement by a party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement will be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.
- 10.3** The parties do not confer any right or remedy on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.4** This Agreement and the documents referred to herein contain the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement shall apply to the exclusion of all other terms and conditions contained or referred to in any Subscription Order, notice or other communication of or from the Subscriber or which may otherwise be implied by law, custom and practice or course of dealing.
- 10.5** The Subscriber may not assign / transfer this Agreement to any third party without the prior written consent of Century. Any such purported assignment will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.
- 10.6** The Subscriber agrees that Century may sub-contract some or all of its obligations under this Agreement. To the extent that Century sub-contracts its obligations, it will, subject to the terms of this Agreement (including, without limitation, clause 9), be liable for the acts and omissions of its sub-contractors.
- 10.7** Any notice required under this Agreement will be in writing and in English and will be served (i) personally by hand to the registered address of the relevant party, when it will be deemed served on the next business day; (ii) by pre-paid postal service to the registered address of the relevant party, when it will be deemed served two business days after the date it was posted; or (iii) by email to an email address designated by the recipient, when it will be deemed served on the next business day (provided that no out of office or similar automatic response is received by the sender).
- 10.8** This Agreement will be governed by and construed in accordance with the laws of England and Wales, without giving effect to principles of conflict of laws. The parties submit to the exclusive jurisdiction of the English courts.