

All Aboard Learning Ltd

Terms and Conditions

Published 30 November 2023

Welcome to www.allaboardlearning.com (the “Website”).

This Website (and its linked assets the All Aboard mobile app and the sister websites helpingchildrentoread.com and dm-ed.com) is owned and operated by All Aboard Learning Ltd. If you have any questions relating to this Website and our other assets, you can email us at support@allaboardlearning.com.

It is important for any company to have some terms and conditions, but there is nothing in these terms and conditions that bind any customer of allaboardlearning.com to any form of payment or notice of termination or any of the nasty little tricks that some companies use.

That is not our style!

These terms and conditions are really about the copyright materials you will have access to with an account on our site and the limit of our liabilities as a result of using them.

We have never had any need to apply these terms and conditions, but so that there is legal clarity if the situation should ever arise where we did need to, we would like you to be aware of the following rules that govern your use of the Website and our resources.

If you are under the age of eighteen, make sure that your parent or legal guardian reads and agrees with this agreement on your behalf.

You agree to be bound by all of the terms and conditions of this user agreement by clicking the “account creation” button. If you do not agree to be bound by all of the terms and conditions of this user agreement, you are not permitted to use or access this website.

This User Agreement (the “User Agreement”) is a contract between you and All Aboard Learning Ltd, and applies to all users of this Website our other online assets linked to it (our website HelpingChildrenToRead.com and our mobile app All Aboard), from now on referred to as this Website.

In this User Agreement “you” or “your” means any person or entity using this Website, provided that if such person is under 18 years of age or the age of majority in your jurisdiction, whichever is older (the “Age of Majority”), it also includes such person’s parent or legal guardian.

Amendments

We may amend or supplement this User Agreement at any time. Please check this User Agreement each time you access and use this Website so that you will understand the terms applicable to your access and use of this Website.

When we make changes to this User Agreement, we will notify you of the changes by posting the revised version on our Website and ask for your agreement to it at that time. If you do not agree to the amended User Agreement, you may not continue to access or use the Website.

Privacy Policy

Our general Privacy Policy (as of the most recent effective date) (the “Privacy Policy”) is incorporated into this User Agreement by reference and provides additional terms and conditions related to our use, collection and disclosure of your personal information.

Our Privacy Policy may be changed from time to time. When we make changes to this Privacy Policy, we will notify you of the changes by posting the revised version on our Website and ask for your agreement to it at that time.

If you do not agree to the amended Privacy Policy, you may not continue to access or use the Website. Any other posted guidelines or rules applicable to any individual use of this Website will form part of this User Agreement.

Data Protection Policy

Use of All Aboard Learning Limited’s services is subject to our Privacy Notices that can be found at <https://allaboardlearning.com/info/policy-documents/>. If your use of our Services requires us to process any personal data where you are the Data Controller and we are acting as your Data Processor, we shall only process this personal data in compliance with our Data Processing Agreement.

Our Privacy Notices and Data Processing Agreements are incorporated in these Terms and Conditions. By subscribing to our services, you are accepting our Terms and Conditions and the processing set out in our Privacy Notices and Data Processing Agreements.

Links from Other Websites

Any other websites that link to our Websites are not part of All Aboard Learning Ltd and may have different policies with respect to the collection, use and disclosure of your personal information. Please be sure to review the applicable agreements and policies carefully when visiting our other websites or any third party websites to whom we provide links.

Registration and Your Account

Certain products, services, information and materials provided through our Websites may be accessed and/or used by you without requiring registration or login to our Websites (collectively, “Public Materials”). Other products, services, information and materials provided by us require registration in order to be accessed and/or used by you (collectively, “Member Materials”). This User Agreement applies equally to the use and access of Public Materials and Member Materials.

When you register at our Websites, you will be asked to make up a login name and password (collectively, your “Account”) and you may be asked to enter an access code or create a paid for online subscription in order to access the Member Materials.

Security of Your Account

We will use your login and password to identify you when you return to our Website. You are responsible for maintaining the confidentiality of your Account, and for all activities that occur through the use of your Account. You agree to: immediately notify us of any unauthorised use of Your Account or any other breach of security. All Aboard Learning will not be liable for

any loss or damage arising from your failure to comply with this section. You may be issued a new password or required to change your password from time to time.

We have put physical, electronic and managerial procedures into place in order to help safeguard and prevent unauthorised access, use and/or disclosure of your personally identifiable information.

Although we use reasonable efforts to safeguard the security of your personally identifiable information, transmissions made on or through the Internet and personally identifiable information stored on our servers or the servers of third parties that we use are vulnerable to attack and cannot be guaranteed to be secure. In addition, submissions made via email are not protected by encryption and are vulnerable to interception during transmission. All Aboard Learning disclaims responsibility for all negligent acts that may result in disclosure of your personal information.

Registration Period

Your Account on this Website is valid for as long as you maintain a subscription.

User Accounts, usernames and passwords are not transferable.

Suspension or Termination of Account

All Aboard Learning reserves the right to suspend any Account that has been inactive for six (6) months or more. In addition, All Aboard Learning may terminate or suspend your Account and/or access to all or part of this Website and/or any products or services available through this Website in the event (i) it determines after reasonable investigation that you have breached this User Agreement or that your conduct violates applicable law or is otherwise harmful to the interests of All Aboard Learning or other third parties, or (ii) All Aboard Learning decided to cease its operations and/or its provision of any applicable products or services in connection with this Website.

Ownership of Intellectual Property and Restrictions on Use of All Aboard Learning Materials

All products, services, content, information displayed, performed or otherwise accessible through this Website, including, without limitation, Games, Public Materials, Member Materials and animations, and access codes together with all digital images contained on the website, Software (as defined below), designs, texts, databases, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, animation, and any copyrightable and/or patentable elements, and the selection and arrangements thereof, and all trademarks, service marks, trade names, trade dress and patents, (collectively the "All Aboard Learning Materials") are the property of All Aboard Learning, its partners, affiliates, third party licensors and suppliers and/or any of their successors and assigns and are protected, without limitation, by copyright, trademark and patent laws throughout the world. Without limiting the generality of any other provisions of this User Agreement, the use of any All Aboard Learning Materials on any other website or networked computer environment is prohibited.

This User Agreement grants to you a limited licence to access and use this Website, the Public Materials, and if applicable, the Member Materials, for your personal, non-commercial use. You may print and retain a copy of pages of this Website only for your own personal, non-commercial use. Except as expressly provided above, you agree that no portion of this Website may be accessed, used, reproduced, duplicated, copied, or otherwise exploited by you for any other purpose, and nothing contained herein shall be construed as conferring

any other right. You may not use the All Aboard Learning Materials in a manner that suggests an association with any of our products. You may not make any modifications to any All Aboard Learning Materials other than as expressly permitted by us.

Without limiting the generality of the foregoing, you agree that you shall not: (i) download or copy any Website pages, except as may occur through the normal caching function of your browser and except to print and retain a copy of the pages of this Website for your own personal, non-commercial use; (ii) download or copy Website information for the commercial benefit of you or a third party; (iii) make any resale or commercial use of this Website or the All Aboard Learning Materials; (iv) publish any collection or compilation of any product listings, descriptions, or prices; (v) create any derivative work of this Website or its contents; (vi) use any data mining tools, robots, or similar data-gathering and extraction devices with respect to this Website and the information contained thereon; (vii) frame or use framing techniques to enclose any trademark, logo, trade name or other content (including images, text, page layout, or form) of All Aboard Learning or its licensors; or (viii) use any meta tags or any other "hidden text" utilising the trademarks, logos, trade names or content of All Aboard Learning or its licensors.

If you download, access or use software from this Website, the software, including any files, codes, images, and audio clips incorporated in or generated by the software, and data accompanying the software (the "Software") are licensed to you for your personal, non-commercial use as a personal, non-exclusive, non-assignable, non-transferable licence. All Aboard Learning keeps full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, lend, disassemble or otherwise render the Software. Any unauthorised or prohibited use may subject you to civil liability and criminal prosecution under applicable laws.

All Aboard Learning has the right to vary, modify, change or discontinue: (i) any feature or function offered on this Website; (ii) any part or all of this Website, including hours of availability; and (iii) to restrict access to parts or all of this Website from time to time with or without notice to you. All Aboard Learning may make available and upgrade this Website on the same terms and conditions as this User Agreement and any such upgrades will form part of this Website. In order to obtain and access parts of this Website, including upgrades, you may be required, at your own cost, to install specific software on your computer. To make the experience on this Website more enjoyable, you will need, at a minimum, a high speed Broadband Internet service, Windows: IE6, Firefox 2.0, Mac: Safari 2.0, Firefox 2.0, Screen Resolution : 1024×768, Flash Player: 9.0. These requirements may change and such changes will be posted on this Website.

User Content

Certain areas of this Website will permit you to send to All Aboard Learning text, information and other submissions. All Aboard Learning values your feedback on this Website, and to help us better understand your remarks, we request that you be as specific as possible in your comments on this Website. Upon submission, all creative suggestions, ideas, notes, artwork, drawings, stories, room designs, concepts, content, materials or information of any nature, save and except any personally identifiable information as defined in our Privacy Policy (collectively, the "User Content"), submitted by you to All Aboard Learning or otherwise posted on this Website shall be deemed to be, and shall remain, the property of All Aboard Learning. You shall be deemed to have irrevocably assigned in perpetuity to All Aboard Learning free of charge all of your worldwide right, title and interest in and to such User Content, and waived any "moral" or author's rights or rights to attribution therein completely and irrevocably. Without limiting the foregoing, All Aboard Learning shall

exclusively own all now known or hereafter existing rights to the User Content of every kind and nature throughout the world, and shall be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the User Content. To the extent any User Content is deemed non-assignable by applicable law, you hereby grant (or warrant that the owner of such rights has expressly granted) to All Aboard Learning, a worldwide, royalty-free, perpetual, irrevocable and nonexclusive right and licence to use, reproduce, modify, sublicense, edit, adapt, publish, translate, broadcast, create derivative works from, distribute, perform, display and publicise such User Content anywhere, for any purpose and in any form, through any media or technology now known or later developed, without any compensation to you.

You are responsible for all User Content posted by you. All Aboard Learning have no responsibility for such user content. You hereby represent and warrant that you have all necessary rights in and to all User Content that you provide. All Aboard Learning retains the right, but not the obligation, to review, edit or delete any User Content which we deem to be illegal, offensive, or otherwise inappropriate. All information submitted by you which constitutes personal information shall be subject to our Privacy Policy.

School Access

For the purpose of school online access and licences; A School is defined as any educational institution or organisation running educational processes. A School subscription to All Aboard Learning applies to students of that organisation attending education on a full-time or part-time basis.

User Code of Conduct

The Website is provided by All Aboard Learning and is intended to be used in a safe and enjoyable fashion. You are responsible for the content of any material you enter on this Website.

Users of this Website must not:

1. Use this Website in such a way as to offend or interfere with the use by anyone else of this Website;
2. Sell, trade or barter any items earned through this Website;
3. Upload, submit, publish, transmit, display, disseminate or otherwise communicate any materials while connected to or otherwise using this Website that: (i) are defamatory, libelous or inaccurate, (ii) are abusive or threatening towards or invade the privacy of any third party, (iii) which are offensive, obscene or pornographic; (iv) infringe the intellectual property rights, including copyrights, of any third party; (v) violate any law or regulation; (vi) advocate illegal activity; (vii) advertise or otherwise solicit funds or are a solicitation for goods or services; or (viii) are treated as confidential under any contract or policy;
4. Attempt to circumvent the security systems of this Website;
5. Attempt to gain access to this Website in a fraudulent manner, including but not limited to using fraudulent pet codes;
6. Attempt to use this Website in a fraudulent manner, including but not limited to, access to this Website or information or images that have not yet been officially announced or incorporated into this Website's functionality.
7. Attempt to gain access to any other user's Accounts;

8. Attempt to ascertain any other user's password, pet codes and/or personal information by any means whatsoever, including without limitation, by use of this Website or any other website, or by e-mail communication;
9. Attempt to harvest or otherwise collect information about other users without their consent;
10. Attempt to use this Website for any purposes other than those intended by All Aboard Learning; or
11. Upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.

Spam

The publication of electronic mail addresses on this Website is to facilitate communications relating to the functions of this Website and must not be inferred as consent by us to receiving unsolicited commercial electronic messages.

Disclaimers

The use of this website is at your own risk. to the fullest extent permitted by law, this website is provided on an "as is" and "as available" basis, without warranties or representations of any kind. to the fullest extent permitted by law, All Aboard Learning Ltd disclaims all warranties, representations and conditions, either express or implied, including without limitation implied warranties of merchantability, non-infringement or fitness for a particular purpose, in connection with this website, its contents, the products or services available through this website, or associated with the use of this website, or any website or contents with which it is linked.

All Aboard Learning Ltd do not warrant that this website and any website to which this website is linked will be available at any particular time, will be provided in an uninterrupted or error-free manner or will be corrected if found to be defective. We reserve the right to modify and/or discontinue this website at any time without notice. To the extent that you communicate with our customer service department or sales representative through any source the statements, promises or actions taken by such sources shall not limit or otherwise modify the terms of this disclaimer and/or this user agreement and this disclaimer and this user agreement shall apply to any information provided to you through such sources.in addition, All Aboard Learning Ltd does not warrant that this website or the servers that make this website and its contents available will work with any particular hardware or software systems or configurations or are free of viruses or other harmful components.

Finally, All Aboard Learning Ltd does not warrant or make any representations regarding the use of the results of this website in terms of their correctness, accuracy, reliability, timeliness or otherwise. the entire risk as to the quality, accuracy, adequacy, completeness, correctness and validity of this website rests with you. if your use of this website results in the need for servicing, updating or replacing your equipment or software, you are responsible for those costs.to the fullest extent permitted by law, under no circumstances, including but not limited to negligence, shall All Aboard Learning Ltd be liable for any loss of use, loss of data, loss of income or profit, loss of or damage to property, or for any damages of any kind or character (including without limitation any compensatory, incidental, direct, indirect, special, punitive, or consequential damages), arising out of or in connection with the use of, or the inability to use,

this website, estore items or any of the All Aboard Learning Ltd materials or contents with which it is linked, even if All Aboard Learning Ltd has been advised of the possibility of such damages or losses. without limiting the foregoing, All Aboard Learning Ltd is not responsible or liable for any infections or contaminations of your system, or delays, inaccuracies, errors or omissions arising out of your use of this website.

applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. however, in no event shall the total liability of All Aboard Learning Ltd for all damages, losses and causes of action and costs and expenses (including legal fees) whether in contract, tort (including but not limited to negligence), or otherwise, related to your use of, or the inability to use, this website, estore items or any of the All Aboard Learning Ltd materials or functions at this website, exceed the lesser of (i) the amount, if any, paid by you in connection with your access, use and/or purchases made on this website or (ii) usd\$100.

Notwithstanding the generality of the above, All Aboard Learning Ltd does not seek to limit their liability in respect of fraud or for death or personal injury caused by All Aboard Learning Ltd's negligence or that of its employees or agents acting in their capacity as employees or representatives of All Aboard Learning Ltd.

You hereby agree to indemnify and hold each member of All Aboard Learning Ltd harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including all legal fees, which any member of the group may incur in connection with any claim arising out of or resulting from:

Any breach by you of this user agreement; your use of this website, your account and/or your submission of user content; your purchase of any estore item; and/or any violation by you of any law or the rights of any third party. you must use your best efforts to cooperate with All Aboard Learning Ltd in the defence of any claim. we reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

Complaints

Please contact us by email at support@allaboardlearning.com if you have any complaints about our products and we will do our best to assist you.

This website is published by All Aboard Learning Ltd.

By using this website, you agree that the Terms of Use and the Privacy Policy shall be governed in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland, and you submit to the jurisdiction of the courts the United Kingdom of Great Britain and Northern Ireland.