

Terms and Conditions

The Fine Print

This page outlines the General Conditions of access to and use of The Liiift Up Ltd, online programs and related events.

Acknowledgment and acceptance of General Conditions

- **The Site** refers to any and all access to The Liiift websites and resources, via static or mobile devices, in either native or mobile application format. Your access to and use of The Site (collectively, **your Access**) is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained or referred to on this page (**General Conditions**). Your Access to The Site constitutes your agreement to be bound by the General Conditions and that agreement may be enforced by us. If you do not agree with any of these General Conditions, you must cease using The Site.
- These General Conditions apply to all users, regardless of whether a licence to Access The Liiift has been purchased by a school / educational institution on behalf of students and teachers, or directly by a student or parent. In the case of students who are minors, permission must be sought by that student's school or parent / guardian (as applicable) before that student is provided with Access to The Site.
- We reserve the right, at our discretion, to revise, amend and update the General Conditions at any time effective on the date of posting to the Site of the new and amended provisions.

Privacy

- By agreeing to these General Conditions, you agree to the terms of our Privacy Policy, which is expressly incorporated herein. Before using The Site, please carefully review our Privacy Policy. All personal information provided to us as a result of your access will be handled in accordance with our Privacy Policy, and by accessing The Site, or allowing your child/student to access The Site, you consent to the collection, storage, use and dissemination of your personal information in accordance with this Privacy Policy.

Ownership of content

- The Site, including without limitation all materials displayed on or produced through The Site, information, text, illustrations, graphics, video, sound recordings, software including the code comprising or used to operate The Site, functions, tools, results derived from the use of software and tools, data collected from Access to The Site, names, logos and trade marks on The Site (collectively, Content) and the intellectual property therein belong to us and are protected by copyright, trade mark, trade secrets and other intellectual property laws unless expressly indicated otherwise on The Site.
- You must not modify, copy, reproduce, republish, frame, reverse engineer, download onto a computer, upload to a third party, post, transmit or distribute this Content in any way except in accordance with applicable law, these General Conditions or with our express prior written consent.

User Generated Content

- Certain Sites and products may allow registered users to submit content through, or post content on, The Site (User Generated Content or “UGC”). For example, personal recommendations, tips or insights to the community, or feedback about our products through our customer feedback forums.
- If you make any UGC available through our Site, you give us permission to use, copy, modify, adapt, display and distribute that content for the purposes of (i) you and your teacher/school utilising a feature or function of the relevant product or Site; (ii) for administrative, planning, product improvement, quality control and academic or research purposes relating to our products and services, and/or (iii) otherwise in accordance with the restrictions outlined in these General Conditions and in accordance with our privacy policy. This permission is irrevocable and without payment or attribution. Unless otherwise specified, by making UGC available through The Site, you grant us a worldwide, non-exclusive, perpetual, royalty free, sublicensable and transferable licence to use any such content in whole or in part. You are not giving up your ownership rights in your UGC, however, if you make UGC available through our Site or product, you do give us permission to use it in accordance with these General Conditions.
- Your name and comments, suggestions and other feedback about our products, made through our feedback forums may be viewed by other customers and users registered to participate in those feedback forums. If you would prefer to submit feedback to us directly, please contact hello@theliiift.co.uk
- If you are going to make content available through our Site, it must be positive, uplifting and constructive and not be offensive or inappropriate, and it must not infringe or violate the rights of any third party. We reserve the right to take down or delete any UGC at our discretion.

User Code of Conduct and Access Rights

- Any user, including, students, parents or teachers, found to be in breach of these General Conditions, acting in a manner that we deem to be inappropriate or inconsistent with the spirit of these General Conditions (e.g. submitting fraudulent results or over promoting / selling their services in lieu of a requested recommendation), or that is unlawful or prohibited by any laws applicable to The Site, may have their Access to The Site revoked.
- You must not access or use The Site or the Content in any manner or for any purpose which is illegal or prohibited by any laws that apply to you, violates our rights in any way, or is prohibited by the General Conditions.
- Users of The Site must protect their usernames and passwords from unauthorised use. If you suspect any unauthorized use of your account, please notify us immediately.
- You must not use the Content for commercial purposes without first obtaining our express written authority.
- You must not use The site to promote/advertise your own business – instead you may only be featured as a recommendation with necessary review from a member.
- You must take your own precautions to ensure that the process, which you employ for accessing The Site, does not expose you to the risk of viruses, malicious computer code or other forms of interference, which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system or data, which arises in connection with your Access.
- The Site and our Content is continuously evolving. We reserve the right to delete, modify, change, evolve and improve existing Content, including product features and tools, at any time without notice or consent.
- A paid subscription to The Site resource permits the subscribed user access to the resource in its native format across both static and mobile devices. We reserve the right to levy additional charges for access to resources outside of this limitation, as one example, extra bespoke reporting and analytics. In some cases in the future, additional subscription charges may be levied for non-native

access, premium additional content, printed content, mobile device access to standalone components of The Site resources as well as special The Site educational events.

Intellectual Property

You acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to the The Liiift Service (including the Media and other content that we make available) are owned by The Liiift Up Ltd. These rights protect all of the content, graphics, "look and feel". It is easy to copy material which appears on web-sites, but this does not mean it is legal. Therefore, no-one may copy, distribute, communicate to the public or create any derivative work from The Site unless properly licensed to do so by us.

By submitting any material to the content on The Site you:

- are representing that you are fully entitled to do so;
- grant us a non-exclusive, royalty-free, non-terminable licence to copy, modify, distribute, show in public and create derivative works from that material in any form, anywhere; and
- authorise us to adapt the relevant material in the course of doing so.

Copyright

- Copyright in this Site (including without limitation all content, text, graphics, logos, icons, sound recordings, video, software and downloadable / printable files, worksheets, workbooks and resources) is owned or licensed by us.
- You may not in any form or by any means:
 - adapt, reproduce, communicate, store, distribute, print, display, perform, publish or create derivative works from any part of this Site; or
 - commercialise any information, products or services obtained from any part of this Site.
 - reproduce resources in hard copy. If required, please email hello@theliiift.co.uk

Individual Licences ("Home Subscriptions")

- Access to, and use of, The Site is subject to our terms of use and [Privacy Policy](#).
- Home subscription licenses are for individual, non-commercial purposes. Each license provides access to the relevant resource for a nominated student.
- **Term of Subscription and Renewal:** Home subscriptions are provided on an auto-renewing basis to ensure continued access to and use of the relevant resources. Home subscriptions have a one (1), six (6) or 12 month minimum initial term that automatically renews for consecutive periods of the same length (each a renewal term) unless notice of cancellation is provided prior to the expiry of the initial term or any renewal term. We will automatically charge your nominated account using the payment method on file for each renewal term. We do not provide refunds to users who cancel part way through the initial term or any renewal term of a subscription (subject to our returns/refunds policy below). You can manage and make changes to your subscription by logging into your account.
- **Pricing:** Fees and charges for your home subscription are detailed at the point of purchase. For each renewal term your payment details will be automatically charged the then current fees for the licence type you have selected, continuing on a recurring basis until you cancel your subscription. Promotional pricing, discounts and free trials only apply for the period specified and will commence on the purchase date unless otherwise agreed. At the end of the promotional period, your fees will revert to the then current fees for the licence type you have selected. All taxes are detailed in the tax invoice provided to the customer.
- **Delivery of products and services:** Access to web-delivered services is provided immediately upon processing of payment.
- **Product access and use:** Users are responsible for their own costs associated with accessing the product, e.g. internet usage charges, data costs and computer / smartphone equipment costs. It is

the responsibility of the user to ensure their device and internet access is sufficient to access the relevant product.

- **Customer Service / Refunds Policy:** All goods/services supplied will be in good working order. For The Site subscriptions we offer no refunds.

School Subscriptions

- For our school / educational institution customers (School Customers) that purchase licenses on behalf of students and teachers, we enter into additional, specific terms at the time of purchase (Licence agreement). Access by the School Customer and its teachers and students is governed by this License agreement in addition to our General Conditions.

Disclaimer and Limitation of Liability

- Although we have no reason to believe that any information contained in this Site is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information except where warranties are made non-excludable by applicable legislation.
- We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in this Site except where such liability is made non-excludable by applicable legislation. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Site will be uninterrupted, without delay, error-free, omission-free or free of viruses. The Content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness except where warranties are made non-excludable by applicable legislation.
- Neither we nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, however arising (whether in negligence or otherwise), in connection with your Access, the Content or any omissions from the Content, except where liability is made non-excludable by applicable legislation.

Indemnity

- You agree to indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by you of the General Conditions, or reliance by you on any information obtained through the Site or your Access to the Site.

Termination

We may terminate access to this Site at any time without notice. The General Conditions will nevertheless survive any such termination.

Links to Other Websites and Third Party Tools

- The Site may contain links to third party sites (Linked Sites). Linked Sites are not under our control and we are not responsible for the content of any. We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by us or by our directors, officers, agents, employees and contractors. You link to any Linked Site or subsequent site entirely at your own risk.
- Neither we nor our directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of any Linked Sites or subsequent sites, nor do they or we accept any responsibility arising in any way for errors in, or omissions from any Linked Sites or subsequent sites.

- Certain aspects of our Sites can be used in connection with third party software, applications, products and platforms (“Third Party Tools”) and may be subject to additional terms of use between you and the applicable Third Party Tool provider(s).

General

- We do not accept any liability for any failure to comply with the General Conditions where the failure is due to circumstances beyond our reasonable control.
- Our failure to act in a particular circumstance does not waive our ability to act with respect to that circumstances or similar circumstances.
- However, if we expressly waive any rights available to us under these General Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- If any of the General Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

Cookies

For information about the cookies we use, please refer to our [cookie policy](#).

Data Protection

In this clause, the following terms shall have the following meanings:

- **“User Personal Data”** means personal data of a legal person who creates an account on The site.
- **“Data Protection Legislation”** shall mean the Data Protection Act 2018, the UK General Data Protection Regulation, the Privacy and Electronic Communications (EC Directive) Regulations 2003 or any successor and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner’s Office including any amending or replacement legislation in force from time to time.”
- **“Data Controller”, “Data Processor”, “Data Subject” and “Personal Data”, , “Special Category Data”, “Personal Data Breach”**, processing and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.
- **“Purpose”** means the use of User Personal Data for the purposes of performing the Game Service in accordance with the Agreement.

Each party acknowledges that the factual arrangement between them dictates the role of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the parties anticipate that you shall act as a Data Controller and we shall act as a Data Processor in respect of processing the User Personal Data as follows:

- You shall be a Data Controller in respect of the User Personal Data used to register an account to use The site;
- We shall be a Data Processor where we are processing User Personal Data on behalf of schools/educators and/or teachers for the Purpose;
- There may also be circumstances where we act as a Data Controller (for example in relation to any User Personal Data we collect to administer The Site or where we contact Users for marketing purposes).

We each agree to comply with the Data Protection Legislation in relation to the User Personal Data at all times. When processing User Personal Data on behalf of schools/educators and/or teachers, we shall:

- Only process the User Personal Data for the Purpose and we will not use the User Personal Data for any other purpose;

- Maintain appropriate technical and organisation processes, procedures, encryption and security measures in place, to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of, or damage to the User Personal Data. These measures will be appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting User Personal Data, ensuring confidentiality, 2-way authentication, integrity, availability and resilience of its systems and services, ensuring that availability of and access to User Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- Ensure that all personnel who have access to and/or process User Personal Data are obliged to complete The Liiift Up Ltd's GDPR training and to then keep the User Personal Data confidential;
- You consent to us transferring User Personal Data outside of the UK and the European Economic Area where necessary and where the transfer is conducted in accordance with the Data Protection Legislation;
- Notify you of any potential or actual losses of the User Personal Data and/or of any Personal Data Breach without undue delay and provide co-operation and assistance to you to enable you to comply with your obligations as a Data Controller in relation to data breach notification requirements under the Data Protection Legislation;
- The above clause also applies to any breaches of security which may compromise the security of the User Personal Data;
- Provide you with reasonable assistance in responding to any Data Subject requests in accordance with the Data Protection Legislation;
- Provide you with reasonable assistance in responding to any request for information received from the Information Commissioner's Office;
- Upon your written request, delete or return User Personal Data and any copies thereof to you on the termination of the Agreement unless we are required by law to retain the User Personal Data;
- Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by you or your designated auditor. Any such audits shall only be permitted where you have provided reasonable advance notice to us in writing;
- You consent to us appointing sub-processors as third-party processors of User Personal Data under this Agreement to assist us in delivering The Site Service to you under the Agreement. We confirm that we have entered or (as the case may be) will enter into a written agreement with the third party processor substantially on that third party's standard terms of business. You also consent to us appointing any replacement third party processors.
- Maintain registration with the Information Commissioner's Office where required to do so under the Data Protection Legislation to process the Customer Personal Data for the Purpose.

Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its 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.

22. Keeping this Agreement

We don't separately file the individual Agreements entered into by members when they register for the The Liiift Service. You can access it at theliiift.co.uk. Please make a durable copy of this Agreement by printing and/or saving a downloaded copy on your own computer.

23. Contact

You can contact us by email: hello@theliiift.co.uk. Please make sure you include your full name and email address or contact number with all correspondence.