

These Terms and Conditions were last updated on February 02, 2023

Welcome to Clasital!

We are delighted that you have chosen Clasital through your learning journey. The following terms and conditions (the “**Terms**”) between you and us apply to all of your activities on the whole series of your learning journey including live sessions, classes, study materials & content, curriculum, tests & assignments, feedbacks in a text, audio or video form (the “**Courses**”) that we make available to you through Clasital’s websites at <https://www.clasital.com> and <https://www.clasital.one> (the “**Clasital Platform**”).

These Terms are not negotiable. If you do not agree on them, you must stop using the Clasital Platform immediately. Please read the Terms carefully alongside with our privacy, and cookie policies (the “**Policies**”).

1. References

- 1.1 In these Terms, references to “we” or “us” are to CLASITAL LTD, a company registered in England and Wales (Company No. 12544682) whose registered office is at 69 5 Newport Avenue, London, United Kingdom, E14 2EB (“**Clasital**”).
- 1.2 In these Terms, references to “you” or “your” are references to you (the “**Student**”).
- 1.3 In these Terms, references to “teachers” are references to the competent teachers providing the Courses through Clasital Platform (the “**Teacher**”).

2. Registration and Account

- 2.1 Any visitor can view the Clasital Platform, but in order to participate fully in all activities on the Clasital Platform and take part in the Courses, you must register for a personal account on the Clasital Platform (a “**Student Account**”) by providing a name, an email address and a password.
- 2.2 In setting up your Student Account, you may be prompted or required to enter additional information, including date of birth, location and any other information that will help other students and Teachers get to know you and help us to tailor the services to suit you.
- 2.3 You undertake to us that all information provided by you in relation to your Student Account is and will continue to be accurate, current and complete at all times and that you will maintain and update your information to keep it accurate, current and complete.
- 2.4 By registering for a Student Account, you agree (in addition to the Article 3 below) that you:
 - (a) are, and will continue to be, registered for the Clasital Platform only once and will not set up multiple Student Accounts;
 - (b) will not let anyone else use your Student Account;
 - (c) will not cheat on any assignment or exam relating to the Courses, nor share solutions to homework assignments or exams.
- 2.5 If you are disqualified for any reason under paragraph 2.4(a), (b) or (c), we may prohibit your access or participation in the Courses.
- 2.6 Following your registration and subject to your compliance with these Terms, we grant you a fully revocable, worldwide, non-exclusive, non-transferable, non-sub-licensable limited right and licence to access, internally use and display the Clasital Platform and the Courses as an individual as necessary to browse and/or participate in the Courses as permitted by these Terms.

- 2.7 We reserve the right to cancel, interrupt or reschedule any Courses or modify, revise, or alter its content, as well as the associated values, assignments, tests, quizzes, exams, projects and other evaluations of progress without cause or notice to you.

3 Your Conduct

3.1 By using the Clasital Platform and Courses, you confirm that you have read, agree and are in compliance with these Terms and the Policies (each as amended from time to time). Use of the Clasital Platform and access to it is for anyone who are at least 18 years old. If you are younger than 18 but older than 13 years old, you can still access to the Clasital Platform (*note that certain regions may have additional requirements and/or restrictions*) but we encourage you to invite a parent or guardian to open an account and help you purchase the Course(s) and enrol therein that are appropriate for you. If you are under 13 years old, your access to the Clasital Platform is strictly prohibited.

3.2 Your use of and access to this Clasital Platform and the Courses are subject to the following conditions, and you agree that failure to comply with any one of them will constitute a breach of these Terms. Those are as follows:

1. You agree to use the Clasital Platform and Courses only for lawful purposes and your use of the Clasital Platform is in no way unlawful or fraudulent, and does not have the intention or effect of damaging us, the Teachers and/or other students either reputationally or financially;
2. You agree not to use or access the Clasital Platform and the Courses for the purpose of harming third-parties in any way;
3. You agree that you will never divulge or share access or your access information to your Student Account with any third party for any reason;
4. You agree that you have complete responsibility for your account and everything that happens on your account, including for any harm or damage caused by someone using your account with or without your permission;
5. You agree that you have the knowledge of English language required by the Courses to be taken. If you are unsure, please check the 'class level' in the course detail page to make sure that you are purchasing the Course which fits your level of English language;
6. The content we provide on the Clasital Platform and the Courses are owned by us. You agree that you have no ownership rights over that content. You will not download, copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Clasital Platform and the Courses for any other purpose other than as permitted by these Terms without our prior written consent.

In legal terms, Clasital grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Courses, in accordance with these Terms;

7. You agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
8. You agree not to use or access the Clasital Platform and Courses for any commercial uses or for the benefit of any third party (i.e. you are not allowed to make money or attract advertising to another business by using our website);

9. You agree to use the Clasital Platform and access the Courses in a way which does not infringe the rights of third parties or restrict or prevent anyone else's use and enjoyment of the Clasital Platform and the Courses;
 10. You agree not to ask for, collect or harvest any personal data of any student of the Clasital Platform or the Courses;
 11. You agree not to use the Clasital Platform or the Courses in any manner intended to damage, disable, overburden or impair any Clasital server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the Clasital Platform;
 12. You agree not to access or attempt to access any other Student's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to misrepresenting your affiliations with a person or entity, past or present;
 13. You agree not to send, knowingly receive, submit, download, use or re-use any material which does not comply with these Terms.
 14. You agree to comply with these Terms in relation to any Student Content (as defined in paragraph 5.1 below) provided by you in connection with the Courses and in connection with the ability to post messages (as further detailed in paragraphs 6.6 to 6.9 below).
- 3.3 You acknowledge and agree that the form and nature of the Clasital Platform and the Courses which we provide may change from time to time without prior notice to you.
 - 3.4 You acknowledge and agree that we may stop (permanently or temporarily) providing the Clasital Platform and Courses (or any part of the Courses) to you or to Students generally for whatever reason, at our sole discretion, with prior notice to you.
 - 3.5 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of that breach (including, but not limited to, any loss or damage which we or any third party may suffer).
 - 3.6 We may terminate or suspend your permission to use the Clasital Platform or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems or for any other reason in our sole discretion. Upon any such termination we may delete your account and content, and we may prevent you from further access to the Clasital Platform and use of the Courses.

4 Payment

- 4.1 Clasital offers the Courses on a subscription & one-off payment models. When using the Clasital Platform you may choose to purchase: i) enrolment on a Course which requires a one-off upfront fee to be paid before you can gain access; or ii) a paid subscription for continuous access to Courses. We may offer a number of memberships plans which may have different conditions and limitations. You can find specific details regarding the types of Clasital memberships on our website.
- 4.2 Once you subscribe for any of the Courses, your Clasital membership will continue until terminated. In order to benefit from the Courses, you must provide us with one or more payment methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Until you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your payment method.

- 4.3 Unless otherwise stated, all payments are quoted in the currency listed on each Course page. The prices of the Courses on Clasital Platform are determined based on different factors. The final price applicable to the Course will be the price at the time you complete your purchase of the Course (at checkout). You are responsible for paying all payments/fees charged by or for Clasital and applicable taxes in order to have an access to the Course.
- 4.4 When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails, we reserve the right to disable access to any Course for which we have not received adequate payment.
- 4.5 We may change our subscription plans as well as the price of our Courses from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following the date we notify you.
- 4.6 We may time to time run promotions for the Courses which can be available at discounted prices for a set period of time. Any price offered for a particular course may also be different when you are logged into your account from the price available to users who aren't registered or logged in.
- 4.7 You can cancel your Clasital subscription at any time, and you will continue to have access to the Courses you purchased through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unattended Courses. To cancel, go to your profile page and follow the instructions for cancellation. If you cancel your membership, your access to the Courses will automatically end at the end of your current billing period.
- 4.8 Refunds or cancellations can only be issued for Courses purchased with one off-payment if you have requested it within the 14-day cooling off period which begins on the day you first paid for the Courses. To request a refund or cancellation, contact us at help@clasital.com with the details of your purchase. We will issue such refund or cancellation within 14 days of our confirmation that such refund or cancellation is due to you under these Terms. If you are entitled to a refund, we will refund you on the credit card or debit card used by you to pay for the Courses.

5 Your Content

- 5.1 Throughout your use of the Clasital Platform and the Courses, you may be able to provide content to the Clasital Platform by uploading notes and replies, Student discussions, profile pages, other content and media for social interaction, and written assignments, surveys, questions, hypothetical, examples, etc. and the certain types of services that we may make available to you, such as chat room services that allow you to communicate with our staff members (collectively, "**Student Content**").
- 5.2 We do not claim ownership of any Student Content you may submit or make available. The Student will be the sole and exclusive owner of any and all rights, title and interest in and to the Student Content. We reserve the right to remove any Student Content without notice at any time and for any reason.
- 5.3 With respect to any Student Content you submit to us or that is otherwise made available to us, you grant us an irrevocable, worldwide, perpetual, royalty-free and non-exclusive licence to use, distribute, reproduce, modify, adapt, publicly perform and publicly display or otherwise exploit such Student Content on the Clasital Platform and/or in the Courses, with the right to sublicense such rights for any purpose associated with the provision of the Clasital Platform and the Courses.
- 5.4 To the extent that you provide any Student Content, you represent and warrant that:

- a) you have all necessary rights, licences and/or clearances to provide such Student Content and permit us to use and publish such Student Content as provided in paragraph 5.1 to 5.3 above;
 - b) such Student Content is accurate and complete to the best of your knowledge and belief;
 - c) such use and/or publication of your Student Content does not and will not infringe or misappropriate any third-party rights or constitute a fraudulent statement or misrepresentation.
- 5.5 With respect to any submissions of Student Content, you agree to comply with all applicable laws including the Terms.
- 5.6 You further acknowledge and agree that we will record all Courses delivered by the Teacher to Student, including the Student Content, to be used for commercial and quality purposes of Clasital. All Courses will be monitored and analysed by Clasital to ensure that the Teachers uses reasonable skill and care expected of an appropriately qualified and competent professional teacher experienced in performing the same services.

6 Copyright Policy

- 6.1 It is our policy that any content included on the Clasital Platform or within the Courses that infringes, or is likely to infringe, the intellectual property rights of any third party will be removed from the Clasital Platform as soon as possible after we become or are made aware of such infringement or potential infringement.
- 6.2 You should report any alleged infringements of your intellectual property rights taking place on or through the Clasital Platform by emailing us. We will take whatever action, in our sole discretion, we deem appropriate, including the removal of the challenged content.
- 6.3 We will, acting in our sole discretion, terminate Student Accounts and access to the Clasital Platform and the Courses if a Student has been notified of infringing activity twice or more (regardless of whether the Student has taken appropriate action as we may direct).

7 Our Intellectual Property Rights

- 7.1 We are the owner or the licensee of all intellectual property rights in all aspects of the Courses including but not limited to the technology, source code, all content, software, scripts, images, graphics and audio (the "**Courses IPR**"). The Courses IPR is protected to the fullest extent possible by copyright laws. All such rights are reserved.
- 7.2 You agree that the Courses IPR remain the property of us or the licensor, as applicable, and that all updates and modifications to the Courses IPR will vest in us or the licensor, as applicable. You also agree that you have no rights in or to the Courses IPR other than the right to use it in accordance with the Terms in paragraph 3 above.
- 7.3 Other than any content submitted to the Clasital Platform by you, we own or are licensed to use all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Clasital Platform ("**Clasital IPR**").
- 7.4 If any Courses IPR or Clasital IPR vests in you, whether by operation of law or otherwise, you duly assign to us all right, title and interest (whether legal or beneficial) in such Courses IPR or Clasital IPR, as the case may be, throughout the world to the fullest extent possible, including any and all renewals and extensions of such Courses IPR or Clasital IPR. You unconditionally and irrevocably waive any and all moral rights you may have either now or in the future existing in or in connection with the Courses IPR or the Clasital IPR.

- 7.5 You agree to sign and provide all such deeds, documents, acts and things as we may reasonably require in order to assign any Courses IPR and/or Clasital IPR to us, to carry out the intended purpose of these Terms, or to establish, perfect, preserve or enforce our rights under these Terms.

8 Privacy and Security

We comply with all relevant laws on Privacy and Data Protection. In general, this means that we will only collect or process personal information for specific and lawful purposes, we won't collect more than we need for those purposes or keep it for longer than necessary, we'll do our best to keep it accurate, and we'll keep it as safe as we can. Please see our privacy and cookie policy for more details.

9 Linking to Other Sites

- 9.1 The Clasital Platform may contain links to pages on other websites ("**Linked Sites**"), and those Linked Sites may contain content or offer products and/or services for sale.
- 9.2 We do not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that:
1. we have no responsibility for the accuracy or availability of information provided by Linked Sites; and
 2. we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising or other materials presented on such Linked Sites.
- 9.3 We will not be liable for any transactions conducted by you with third parties through any Linked Site or for any liability arising from any representations or information provided on such Linked Sites.

10 Your Liability to Us

- 10.1 You indemnify and keep us fully indemnified from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us resulting (directly or indirectly) from:
1. your access to or use of the Clasital Platform or the Courses;
 2. your submitted Student Content to the Clasital Platform or participating in the Courses;
 3. your breach of any of these Terms; and
 4. any negligent act or omission, deliberate default or breach of statutory duty on your part.
- 10.2 Each indemnity in this paragraph is separate and independent from the other obligations in these Terms. Each of these indemnities is to remain fully effective despite any indulgence granted from time to time and despite any judgment or order.
- 10.3 This paragraph 10 survives the expiry of these Terms.

11 Our Liability to You

- 11.1 Nothing in these Terms affects any statutory rights that you are entitled to as a consumer.
- 11.2 The Clasital Platform and the Courses are provided to you "as is" and we make no warranty or representation to you with respect to them.
- 11.3 We exclude all representations, warranties, conditions and terms express or implied by statute, common law or otherwise to the fullest extent permitted by law. We accept no liability

for any special, indirect, incidental, consequential or economic loss, or any other losses, howsoever caused arising out of or in connection with these Terms. This includes (without limitation):

1. any loss of profit (directly or indirectly);
2. any loss of goodwill; and
3. any loss of opportunity.

11.4 We provide the Courses on the Clasital Platform in good faith but give no warranty or representation that the Courses are accurate, complete or up-to-date or that they will meet your requirements, nor that the Clasital Platform does not infringe the rights of any third party. We accept no responsibility or liability for your use of Courses on the Clasital Platform and your use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Clasital Platform, we accept no liability for them.

11.5 Information transmitted via Courses will be on live course basis provided by the Teachers over public telecommunications networks. We make no representation or warranty that the operation of the Courses will be timely, secure, uninterrupted or error-free and disclaim all liability in that respect to the greatest extent permitted by law.

11.6 We accept no responsibility for any loss or damage incurred by you as a result of:

1. any reliance placed by you on the completeness, accuracy or existence of any information or advertising, or as a result of any relationship or transaction between you and any advertiser whose advertising appears on the Clasital Platform or in relation to the Courses;
2. any changes which we may make to the Clasital Platform or the Courses, or for any temporary interruptions in the provision of the Clasital Platform or the Courses;
3. the deletion of, corruption of, or failure to store, any Courses and other communications data maintained or transmitted by or through your use of the Clasital Platform.

12 Disclaimers

12.1 It may happen that Clasital Platform is down, either for planned maintenance or because something goes down with the site. It may happen that one of our Teachers is making misleading statements in their course. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't work out right.

In legal, more complete language, the Courses and their content are provided on an "as is" and "as available" basis. We make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Clasital Platform and the Courses, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make no warranty that you will obtain specific results from use of the Courses. Your use of the Clasital Platform and the Courses is entirely at your own risk.

12.2 We may decide to cease making available certain features of the Clasital Platform at any time and for any reason. Under no circumstances will Clasital or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.

12.3 We are not responsible for delay or failure of our performance of any of the Courses caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions (*force majeure*).

13 Changes to the Terms

- 13.1 We may update or amend these Terms (as well as our policies or and other guidance we issue) from time to time to comply with law or to meet our changing business requirements. When we update our Terms or policies, we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the Clasital Platform.
- 13.2 For any operational, regulatory, legal or other reason, we reserve the right to modify, suspend or discontinue all of the Courses with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension or termination. By continuing to use the Clasital Platform, you agree to be bound by the new terms i.e. the updates and amendments.

14 Governing Law and Jurisdiction

- 14.1 These Terms, our policies and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 12.4 For any dispute between you and us, you agree that you first attempt to resolve the dispute with us. If we are unable to resolve the dispute in this manner within 30 days of the dispute being notified in writing, we both agree to submit to the exclusive jurisdiction of the courts of England and Wales to resolve any such dispute.

15 Miscellaneous

- 15.1 If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms remain in full force and effect.
- 15.2 Only you and we are entitled to enforce these Terms. No third party is entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (which is expressly excluded) or otherwise.
- 15.3 We may freely transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.
- 15.4 These Terms and the policies set out the entire agreement between you and us and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.
- 15.5 In the event there is a discrepancy between this English language version and any translated copies of these Terms, the English version shall prevail.

If you have any questions about these Terms or wish to contact us for any reason please click on "Contact us" which can be found on the Clasital Platform or you can send us an email directly by using help@clasital.com.