

ACCEPTABLE USE POLICY

AGREEMENT BETWEEN YOU AND 'ONE 1 ONE HOMESCHOOLING' LEARNING PLATFORM

PLEASE READ THIS TERMS OF USE AGREEMENT (THE '**TERMS**') CAREFULLY.

BY ACCESSING OR USING THIS LEARNING PLATFORM IN ANY WAY, INCLUDING USING THE SERVICES ENABLED VIA ONE 1 ONE WEBSITE (THE '**SERVICES**'), YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS LEARNING PLATFORM.**

The Services include, but are not limited to, a learning management system that entities ('**ENTITIES**') may subscribe to and provide to their learners. One 1 One Homeschooling provides an account that enables a designated User ('**USERS**') to manage the Services and manage Learner(s) access to the Services. '

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY ONE 1 ONE HOMESCHOOLING IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, One 1 One Homeschooling will make a new copy of the Terms available on the Learning Platform. We will also update the 'Last Updated' date at the bottom of the Terms. If we make any material changes, and you have registered to use the Services, we will also send an e-mail to you at the last e-mail address you provided to us. Any changes to the Terms will be effective immediately for new Users of the Learning Platform and will be effective thirty (30) days after posting of notice of such changes on the Learning Platform for existing User. One 1 One Homeschooling may require you to provide consent to the updated Terms in a specified manner before further use of the Learning Platform is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Learning Platform. Otherwise, your continued use of the Learning Platform constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE CURRENT TERMS.



1. USE OF THE SERVICES

The Website, the Learning Platform, and the information and content made available (**'CONTENT'**) are protected by copyright laws throughout the world. Subject to the Terms, One 1 One Homeschooling grants you a limited license to reproduce portions of the material for the sole purpose of using the Services for your personal purposes or, your educational purposes.

1.1 CERTAIN RESTRICTIONS

The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the One 1 One Homeschooling Properties, (b) you shall not use framing techniques to enclose any trademark, logo, or other One 1 One Homeschooling Properties; (c) you shall not use any metatags or other "hidden text" using One 1 One Homeschooling's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the One 1 One Homeschooling Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to 'scrape' or download data from any web pages contained in the Website; (f) except as expressly stated herein, no part of One 1 One Homeschooling Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the One 1 One Homeschooling Properties. Any future release, update or other addition to the One 1 One Homeschooling Properties shall be subject to the Terms. One 1 One Homeschooling, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the One 1 One Homeschooling Properties terminates the licenses granted by One 1 One Homeschooling pursuant to the Terms.

2. REGISTRATION

In order to access certain features of One 1 One Homeschooling Properties you must create an account (**'ACCOUNT'**) by providing necessary information when registering (**'REGISTRATION DATA'**) and accept the Terms.

2.1 REGISTRATION DATA

In registering for the Services, you agree to (1) provide true, current, and complete Registration Data; and (2) maintain and promptly update the Registration Data to keep it true, current, and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify One 1 One



Homeschooling immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the One 1 One Homeschooling Properties if you have been previously removed by One 1 One Homeschooling, or if you have been previously banned from any of the One 1 One Homeschooling Properties.

2.2 NECESSARY EQUIPMENT AND SOFTWARE

You must provide all equipment and software necessary to connect to the One 1 One Homeschooling Properties, including but not limited to, a mobile device that is suitable to connect with and use the Application. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the One 1 One Homeschooling Properties.

3. RESPONSIBILITY FOR CONTENT

3.1 TYPES OF CONTENT

You acknowledge that all Content, including the One 1 One Homeschooling Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not One 1 One Homeschooling, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (**'MAKE AVAILABLE'**) through One 1 One Homeschooling Properties (**'YOUR CONTENT'**). Other Users of One 1 One Homeschooling Properties, and not One 1 One Homeschooling, are similarly responsible for all Content such other Users Make Available through the One 1 One Homeschooling Properties (**'USER CONTENT'**).

3.2 NO OBLIGATION TO PRE-SCREEN CONTENT

You acknowledge that One 1 One Homeschooling has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although One 1 One Homeschooling reserves the right in its sole discretion to pre-screen, refuse, or remove any Content that (1) violates any law or regulation, (2) violates these Terms, including the User Code of Conduct set forth in Section 4.4 hereof, and/or (3) otherwise creates liability for One 1 One Homeschooling.

4. OWNERSHIP

4.1 ONE 1 ONE HOMESCHOOLING PROPERTIES

Except with respect to Your Content and User Content, you agree that One 1 One Homeschooling and its suppliers own all rights, title and interest in the One 1 One Homeschooling Properties. One 1 One Homeschooling's name and other related graphics, logos, service marks and trade names used on or in connection with the One 1 One Homeschooling Properties are the trademarks of One 1 One Homeschooling and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the One 1 One Homeschooling Properties are the property of their respective owners.

4.2 YOUR CONTENT

Your Content shall at all times remain your sole property and you agree that you have no right, title or interest in or to any other Content that appears on or in the One 1 One Homeschooling Properties. You represent that you have all necessary right, power and authority to post your Content to the One 1 One Homeschooling Properties. You agree to allow One 1 One Homeschooling and its applicable contractors to freely host, reproduce, transmit, modify, display and otherwise use Your Content (in whole or in part) as reasonably necessary to provide the Services to you, and in accordance with One 1 One Homeschooling's agreement with your Entity, if applicable.

4.3 YOUR ACCOUNT

Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on or in the One 1 One Homeschooling Properties, you hereby expressly permit One 1 One Homeschooling to identify you by your username as the contributor of Your Content in any publication in any form, media, or technology now known or later developed in connection with Your Content.

4.4 USER CODE OF CONDUCT

As a condition of use, you agree not to use the One 1 One Homeschooling Properties for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, content on the One 1 One Homeschooling Properties or on your profile that (i) encourages illegal activities, is fraudulent, or is unlawful; (ii) insults, defames, harasses, or threatens others; (iii) violates the copyright or intellectual property or privacy rights of others; (iv) contains obscene, vulgar, pornographic, or libelous

material; (v) harms or impersonates others, including other Users; or (vi) advertises or sells a product or service. Do not reproduce content from your Course. Respect the privacy of other Users. Respect the diversity of opinions and cultures that will be presented by other Users. Do not attempt or engage in, any potentially harmful acts that are directed against the One 1 One Homeschooling Properties, including but not limited to violating or attempting to violate any security features of the One 1 One Homeschooling Properties, introducing viruses, worms, or similar harmful code into the One 1 One Homeschooling Properties, or interfering or attempting to interfere with use of the One 1 One Homeschooling Properties by any other user, host or network, including by means of overloading, 'flooding', 'spamming', 'mail bombing', or 'crashing' the One 1 One Homeschooling Properties. If you believe that someone has violated this code of conduct, begin by notifying admin of One 1 One Homeschooling.

4.5 FEEDBACK

You agree that submission of any ideas, suggestions, documents, and/or proposals to One 1 One Homeschooling through its suggestion, feedback, or similar pages ('**FEEDBACK**') is at your own risk and that One 1 One Homeschooling has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to One 1 One Homeschooling a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the One 1 One Homeschooling Properties.

5. INVESTIGATIONS

One 1 One Homeschooling may, but is not obligated to, monitor or review the One 1 One Homeschooling Properties and Content at any time. Without limiting the foregoing, One 1 One Homeschooling shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although One 1 One Homeschooling does not generally monitor user activity occurring in connection with the One 1 One Homeschooling Properties, if One 1 One Homeschooling becomes aware of any possible violations by you of any provision of the Terms, One 1 One Homeschooling



reserves the right to investigate such violations, and One 1 One Homeschooling may, at its sole discretion, terminate your license to use the One 1 One Homeschooling Properties, or change, alter or remove Your Content, in whole or in part.

6. INTERACTIONS WITH OTHER USERS

6.1 USER RESPONSIBILITY

You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that One 1 One Homeschooling reserves the right, but has no obligation, to intercede in disputes among Users. You agree that One 1 One Homeschooling will not be responsible for any liabilities incurred as the result of such interaction.

6.2 CONTENT PROVIDED BY OTHER USERS

The One 1 One Homeschooling Properties may contain User Content provided by other Users. One 1 One Homeschooling is not responsible for and does not control User Content. One 1 One Homeschooling has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

7. THIRD-PARTY WEBSITES

7.1 THIRD-PARTY WEBSITES

The One 1 One Homeschooling Properties may contain links to third-party websites ('**THIRD-PARTY WEBSITES**'). When you click on a link to a Third-Party Website, we will not warn you that you have left the One 1 One Homeschooling Properties and are subject to separate terms and conditions or privacy policies. Such Third-Party Websites are not under the control of One 1 One Homeschooling. One 1 One Homeschooling is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make



whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold One 1 One Homeschooling, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the **'ONE 1 ONE HOMESCHOOLING PARTIES'**) harmless from any losses, costs, liabilities and expenses (including reasonable lawyer fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the One 1 One Homeschooling Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. One 1 One Homeschooling reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with One 1 One Homeschooling in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the One 1 One Homeschooling Properties.

9. DISCLAIMER OF WARRANTIES

You expressly understand and agree that to the extent permitted by applicable law, your use of the One 1 One Homeschooling properties is at your sole risk, and the One 1 One Homeschooling properties are provided on an "as is" and "as available" basis, with all faults. One 1 One Homeschooling parties expressly disclaim all warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement. One 1 One Homeschooling parties make no warranty, representation or condition that: (1) the One 1 One Homeschooling properties will meet your requirements; (2) your use of the One 1 One Homeschooling properties will be uninterrupted, timely, secure or error-free; (3) the results that may be obtained from use of the One 1 One Homeschooling properties will be accurate or reliable; or (4) any errors in the One 1 One Homeschooling properties will be corrected. Any content downloaded from or otherwise accessed through the One 1 One Homeschooling properties is accessed at your own risk, and you shall be solely responsible for any damage to your property or person, including, but not limited to, your computer system and any device you use to access the One 1 One Homeschooling properties, or any other loss that results from accessing such content. The services may be subject to delays, cancellations and other disruptions. One 1 One Homeschooling makes no warranty,

representation or condition with respect to the services, including but not limited to, the quality, effectiveness, reputation and other characteristics of the services. No advice or information, whether oral or written, obtained from One 1 One Homeschooling or through the One 1 One Homeschooling properties will create any warranty not expressly made herein.

10. LIMITATION OF LIABILITY

10.1 DISCLAIMER OF CERTAIN DAMAGES

You understand and agree that in no event shall One 1 One Homeschooling parties be liable for any indirect, incidental, special, exemplary, or consequential damages arising out of or in connection with One 1 One Homeschooling properties, including, without limitation, any damages resulting from loss of use, data, or profits, whether or not One 1 One Homeschooling has been advised of the possibility of such damages, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with the terms, or from any communications, interactions or meetings with other users of the One 1 One Homeschooling properties, on any theory of liability, resulting from: (1) the use or inability to use the One 1 One Homeschooling properties; (2) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained or messages received for transactions entered into through the One 1 One Homeschooling properties; (3) unauthorized access to or alteration of your transmissions or data; (4) statements or conduct of any third-party on One 1 One Homeschooling properties; or (5) any other matter related to the One 1 One Homeschooling properties, whether based on warranty, copyright, contract, tort (including negligence), product liability or any other legal theory.

10.2 CAP ON LIABILITY

Under no circumstances will One 1 One Homeschooling parties be liable to you for more than the any amounts received by One 1 One Homeschooling as a result of your use of the One 1 One Homeschooling properties in the 12 months preceding your claim. If you have not paid One 1 One Homeschooling any amounts in the 12 months preceding your claim, One 1 One Homeschooling's sole and exclusive liability shall be ten pounds sterling (£10).

10.3 USER CONTENT

One 1 One Homeschooling parties assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any content (including, but not limited to, your content and user content), user communications or personalization settings.

10.4 NO LIABILITY FOR CONDUCT OF THIRD PARTIES OR OTHER USERS

You acknowledge and agree that One 1 One Homeschooling parties are not liable, and you agree not to seek to hold One 1 One Homeschooling parties liable, for the conduct of third parties, including operators of external sites, and that the risk of injury from such third parties rests entirely with you. You are solely responsible for all of your communications and interactions with other users of the One 1 One Homeschooling properties. You understand that One 1 One Homeschooling does not make any attempt to verify the statements of users of the One 1 One Homeschooling properties.

10.5 BASIS OF THE BARGAIN

The limitations of damages set forth above are fundamental elements of the basis of the bargain between One 1 One Homeschooling and you.

11. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

It is One 1 One Homeschooling's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to One 1 One Homeschooling by the copyright owner. Without limiting the foregoing, if you believe that your work has been copied and posted on the One 1 One Homeschooling Properties in a way that constitutes copyright infringement, please provide us with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the One 1 One Homeschooling Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

one 1 one
HOME SCHOOLING

12. TERM AND TERMINATION

12.1 TERM

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the One 1 One Homeschooling Properties, unless terminated earlier in accordance with the Terms.

12.2 TERMINATION OF SERVICES BY ONE 1 ONE HOMESCHOOLING

If you have breached any provision of the Terms, or if One 1 One Homeschooling is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), One 1 One Homeschooling has the right to suspend or terminate any Services provided to you or to delete any of Your Content. You agree that all terminations for cause shall be made in One 1 One Homeschooling's sole discretion and that One 1 One Homeschooling shall not be liable to you or any third-party for any termination of your Account. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also may include deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. One 1 One Homeschooling will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability

13. GENERAL PROVISIONS

13.1 ELECTRONIC COMMUNICATIONS

The communications between you and One 1 One Homeschooling use electronic means, whether you visit the One 1 One Homeschooling Properties or send One 1 One Homeschooling e-mails, or whether One 1 One Homeschooling posts notices on the One 1 One Homeschooling Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from One 1 One Homeschooling in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that One 1 One Homeschooling provides to you electronically satisfy any legal requirement that such

communications would satisfy if it were to be in writing. The foregoing does not affect any statutory rights you may have.

13.2 RELEASE

You hereby release One 1 One Homeschooling Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Website Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of the One 1 One Homeschooling Properties.

13.3 ASSIGNMENT

The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without One 1 One Homeschooling's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. One 1 One Homeschooling may assign its rights and obligations under these Terms to a third party without your consent.

13.4 FORCE MAJEURE

One 1 One Homeschooling shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

13.5 COMPLIANCE

If you believe that One 1 One Homeschooling has not adhered to the Terms, please contact One 1 One Homeschooling by emailing us at legal@One1OneHomeschooling.co.uk. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

13.6 NOTICE

Where One 1 One Homeschooling requires that you provide an e-mail address to access certain features of the One 1 One Homeschooling Properties, you are responsible for providing One 1 One Homeschooling with your most current e-mail address. In the event that the last e-mail address you provided to One 1 One Homeschooling is not valid, or for any reason is not



capable of delivering to you any notices required/ permitted by the Terms, One 1 One Homeschooling's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

13.7 WAIVER

Any waiver or failure by One 1 One Homeschooling to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.8 SEVERABILITY

If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.10 ENTIRE AGREEMENT

The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

These terms of use govern unless you have negotiated a set of terms of use with One 1 One Homeschooling.

Last Updated: August 2019

one 1 one

HOME SCHOOLING