

TERMS AND CONDITIONS

Welcome to Teeno & Co.! These terms apply when you sign up for our online program through our website, being www.teenoandco.com and any other websites we operate with the same domain name and a different extension (**Website**).

1 HOW TO READ THESE TERMS

In these terms, we also refer to Teeno & Co., as “**our**”, “**we**”, or “**us**”. And you are you!

To make it easier for you to understand the terms on which we provide, and you use, the Online Program, we’ve tried to keep these terms of use (**terms**) as simple as possible by using plain English.

When we say “**Online Program**” in these terms, we mean our online story-based Wellbeing Curriculum that helps you enhance the wellbeing provision for children within your nursery/school and any of the services provided during the Online Program, including access to our audio or video content and associated materials (**Services**).

We’ve also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

2 ACCEPTING THESE TERMS AND CONDITIONS

Before you enrol for our Online Program, or otherwise engage with the Online Program, please carefully read these terms. If you don’t agree to these terms, please don’t enrol in the Online Program. By clicking “accept” when you create an account, or otherwise proceed to engage with the Online Program, you agree to be bound by these terms.

3 ENROLLING FOR THE ONLINE PROGRAM

- (a) To enrol into the Online Program, you will need to create an account (**Account**) and pay the Fees (as defined in clause 6(a)(i)).
- (b) By creating an Account and paying the Fees or otherwise accessing the Online Program (**Enrolment**) you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us (or someone of sufficient age and capacity is contracting on your behalf); and
 - (ii) you are authorised to use the debit or credit card you provide for your Enrolment.
- (c) Enrolling in the Online Program constitutes your acceptance to enter into a contract with us under these terms, where we will provide you with the Online Program you have ordered in exchange for your payment of the total Fees listed upon checkout.
- (d) These terms are not agreed between you and us until we have approved your payment of the Fees and you receive an email from us confirming that your Enrolment has been accepted.

4 OUR PROGRAM

- (a) The Online Program is designed to be a story-based wellbeing curriculum for enhancing the wellbeing provision for children.
- (b) We will endeavour to ensure that the Online Program provided will be substantially the same as the Online Program as described on our Website.
- (c) Once we have received payment of the Fees you will be granted access to the Online Program. The Online Program is provided through different material and assets such as stories, posters, slogans, worksheets etc. (**Licensed Assets**), which may be downloaded and used by you in compliance with these terms.
- (d) You are responsible for managing your Account and ensuring that you only access and engage with the Online Program in an appropriate manner.

5 YOUR ACCOUNT AND LICENCE

- (a) You are granted a limited licence to use the Online Program for use in compliance with these terms.
- (b) You must not give access to your Account to any other person.
- (c) We will only revoke your licence and terminate your Account if we suspect, for any reason, in our sole discretion, that you are misusing the licence or infringing our intellectual property rights in the Online Program, or if you do not comply with these terms. In the event your license is revoked, and your Account is terminated, you will not be entitled to a refund of the Fees.

6 PAYMENT

- (a) All Fees are:
 - (i) as displayed and accepted by you at the time of checkout (**Fees**);
 - (ii) on annual subscription basis and as per the agreed subscription plan;
 - (iii) in GBP; and
 - (iv) subject to change without notice prior to your Enrolment.
- (b) (**Payment obligations**) You must pay the Fees in full at the time of your Enrolment.
- (c) (**VAT**) Unless otherwise indicated, amounts stated on the Website **include VAT**. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us providing a tax invoice to you.
- (d) (**Card surcharges**) We reserve the right to charge credit card surcharges in the event that payment of the Fees are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (e) (**Online payment partner**) We may use third-party payment providers such as Wix Payments, Adyen N.V. and Stripe (**Payment Providers**) to collect payments for the services. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider accessible at <https://www.wix.com/about/terms-of-payments> (for Wix Payments); <https://www.adyen.com/legal/terms-and-conditions> (for Adyen N.V.); and <https://stripe.com/gb/legal/consumer> (for Stripe) and, to the maximum extent permitted by law, we will not be liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (f) (**Auto-renewal**) Unless you cancel your subscription, it will be automatically renewed at the end of each subscription term, at the rate(s) then in effect. You will receive an auto-renewal reminder notice with the then current rate(s) **14 days** prior to charging your credit/debit card/3rd party payment account for the annual subscription. You may opt out of the automatic renewal at any time by contacting us at info@teenoandco.com and your annual subscription will continue until the end of the then period of subscription.
- (g) (**Recurring Billing**) As the Online Program is based on annual subscription model, you authorise us to charge you the annual subscription fee at the beginning of each year, to your payment method. If your payment method is declined for a recurring payment of the subscription fee, then you must provide us a new payment method promptly or your access to the Online Program will be terminated. In case you want to cancel the subscription, you will be required to
- (h) (**Pricing errors**) In the event that we discover an error or inaccuracy in the Fees for your Online Program, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of accessing the Online Program at the correct Fees or cancelling the purchase of the Online Program. If you choose to cancel the purchase of your Online Program and the Fees have already been debited, the full amount will be credited back to your original method of payment.

7 VOUCHERS AND DISCOUNT CODES

- (a) We may provide promotional offers and codes offering a discount on the Online Program (**Voucher**). To use a Voucher, you will need to enter its code at checkout.
- (b) A Voucher may not be applied retrospectively. Vouchers are non-transferrable and cannot be redeemed for cash or credit. Additional terms or conditions may apply and these will be set out on the Voucher.

8 DISCLAIMER

While Online Program have been prepared with every effort to help improve the wellbeing of young children, the information provided in our Online Program is general in nature.

Our Online Program does not take into account your personal circumstances or specific goals. All information provided as part of our Online Program is not intended to be professional advice of any kind and should not be relied on as such.

We make no representation or guarantee that our Online Program will be useful or relevant to you or that by applying any ideas, recommendations, methods or techniques in the Online Program you will achieve any particular outcomes.

9 COLLECTION NOTICE AND PRIVACY

- (a) We may collect personal information about you in the course of providing you with our Online Program, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy [[Privacy Policy](#)] contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (c) By agreeing to these Terms, you agree to be bound by the clauses outlined in our Privacy Policy.

10 INTELLECTUAL PROPERTY LICENCE

10.1 OUR IP

- (a) Intellectual Property Rights in the Online Program and the Licensed Assets and any other related information or materials (**materials**) are owned or licensed by us.
- (b) Subject to these terms and in consideration of the payment of the Fees, you are hereby granted a non-exclusive, non-transferrable, worldwide licence to use the Intellectual Property Rights in the Licensed Assets for the for the duration of your Enrolment (**Licence**).
- (c) You acknowledge and agree that:
 - (i) you must not use the Licensed Assets for any purpose other than the permitted purposes of using it for your nursery and indemnify us against any loss we may suffer as a result of your failure to comply with this clause;
 - (ii) all Intellectual Property Rights in the Licensed Assets remain our sole property, and you will not acquire title or rights in the Licensed Assets under these terms.

10.2 YOUR OBLIGATIONS

You must:

- (a) only use the Intellectual Property Rights in the Licensed Assets in the manner approved by us from time to time (acting reasonably);
- (b) ensure that any and all your employees and representatives and using the Licensed Assets, agree to be bound by these terms and conditions and recognise the fact that any and all Intellectual Property Rights in the Licensed Assets are owned by us;
- (c) immediately remove any use of the Licensed Assets on social media or on any other website if requested by us (acting reasonably);

- (d) not do or authorise the doing of any act, matter or thing or omit to do anything whereby the Intellectual Property Rights in the Licensed Assets may be prejudicially affected; and
- (e) ensure that all material in its care, custody or control which features the Licensed Assets is of a high quality.

10.3 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- (a) You shall immediately notify us in writing giving full particulars if any of the following matters come to its attention:
 - (i) any actual, suspected or threatened infringement of the Intellectual Property Rights;
 - (ii) any claim made or threatened that the Licensed Assets infringe the rights of any third party; or
 - (iii) any other form of attack, charge or claim to which the Intellectual Property Rights may be subject.
- (b) In respect of any of the matters listed in sub-clause (a):
 - (i) we shall, at our absolute discretion, decide what action to take, if any;
 - (ii) we shall have exclusive control over, and conduct of, all claims and proceedings;
 - (iii) you shall not make any admissions other than to us and shall provide us with all assistance that we may reasonably require in the conduct of any claims or proceedings; and
 - (iv) we shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for our own account.
- (c) The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.
- (d) We, being the sole author of the Licensed Assets, assert our moral right under Chapter 4 of the Copyright, Designs and Patents Act 1988 to be identified as the author of the Licensed Assets.

10.4 DEFINITIONS

For the purposes of this clause 10:

- (a) **“Our IP”** means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.
- (b) **“Intellectual Property Rights”** means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

11 CHANGES TO YOUR ENROLMENT

- (a) Once we confirm your Enrolment, we generally do not allow for change of mind cancellations or refunds of your Enrolment unless otherwise agreed by us in writing.
- (b) Nothing in this clause 11 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.

12 PUBLISHING PHOTOS ONLINE OR ON SOCIAL MEDIA

Subject to your agreement of non-disparagement of us and the Online Program, you may publish general information about what you have learnt from the Online Program, online or on social media (or both), provided such information is general in nature and does not cover any of the actual content or information covered in the Online Program. We ask that you please provide accreditation to us by

reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

13 DATA SECURITY

While we will use our best efforts to ensure that your information, data or other electronic materials (**Data**) that is being backed-up or stored as part of the Online Program will be stored securely, we will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

14 THIRD PARTY SERVICES, CONTENT, TERMS AND WEBSITES

14.1 THIRD PARTY GOODS AND SERVICES

- (a) To provide you with the Online Program, we may use goods or services provided third parties (including third party platforms) who have their own terms and conditions and policies (**Third Party Terms**).
- (b) Provided we have notified you or given you a copy of the Third Party Terms, you agree to the Third Party Terms that apply to your use of the Online Program.
- (c) To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms, including in relation to any fault or error of the Online Program or any issues experienced in Enrolment.
- (d) You have the right to reject any Third Party Terms but if you do, we cannot provide you with the Online Program and you will need to cancel in accordance with this agreement.

14.2 THIRD PARTY CONTENT

The Online Program may contain text, images, data and other content provided by a third party and displayed in the information provided through the Online Program (**Third Party Content**). We accept no responsibility for Third Party Content and make no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

14.3 LINKS TO OTHER WEBSITES

- (a) The Online Program may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Online Program does not imply our approval or endorsement of the linked website.

15 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Online Program. You should take your own precautions to ensure that the process that you employ for accessing the Online Program does not expose you to risk of viruses, malicious computer code or other forms of interference.

16 REPORTING MISUSE

If you become aware of misuse of the Online Program by any person, any errors in the material in the Online Program or any difficulty in accessing or using the Online Program, please contact us immediately using the contact details or form provided on our Website.

17 SERVICE LIMITATIONS

While we will use our best endeavours to ensure the Online Program is working for its intended purpose, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Online Program may have errors or defects;

- (b) the Online Program may not be accessible at times;
- (c) information you receive or supply through the Online Program may not be secure or confidential; or
- (d) any information provided through the Online Program may not be accurate or true.

18 NOTICES

- (a) A notice or other communication to a party under these terms must be:
 - (i) in writing and in English; and
 - (ii) delivered to the other party via email, to the email address most regularly used by the parties to correspond regarding the subject matter of these terms as at the date of these terms (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

19 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Consumer Law contained in the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*. Under the Consumer Law, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

20 LIABILITY

- (a) To the maximum extent permitted by law and subject to clause 20(a), the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the **value of the Fees paid for the Online Program**.
- (b) All express or implied representations and warranties in relation to Online Program and the associated services performed by us are, to the maximum extent permitted by applicable law, excluded.
- (c) **(Indemnity)** You indemnify us and our employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
 - (i) breach of any of these terms;
 - (ii) use of the Website; or
 - (iii) use of any Online Program, or other services provided by us.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will we be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Online Program or services provided by us (except to the extent this liability cannot be excluded under law.
- (e) Nothing in these terms will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

- (f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

21 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

22 TERMINATION

22.1 AUTOMATIC TERMINATION

Your Account will terminate automatically at the end of your subscription period and if you decide to opt-out of auto renewal of your subscription.

22.2 TERMINATION FOR BREACH

- (a) We may cancel your subscription immediately by written notice if there has been a Breach by you, of these terms and conditions.
- (b) A “**Breach**” of these terms and conditions means:
 - (i) a party considers the other party is in breach of these terms and conditions and notifies that other party;
 - (ii) the other party is given **10 Business Days** to rectify the breach; and
 - (iii) the breach has not been rectified within **10 Business Days** or another period agreed between the parties in writing.

22.3 EFFECT OF TERMINATION

Upon termination of these terms and conditions:

- (a) your subscription will be cancelled and you will no longer have access to the Online Program;
- (b) each party must return all property and Confidential Information to the other party;
- (c) each party must comply with all obligations that are by their nature intended to survive the end of this agreement; and
- (d) you must stop using any materials that are no longer owned by, or licensed to, you when your subscription is cancelled.

23 GENERAL

23.1 GOVERNING LAW AND JURISDICTION

These terms are governed by the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in respect of any proceedings arising out of

or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

23.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

23.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.5 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

23.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

23.7 ENTIRE AGREEMENT

These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

23.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.