



Terms And Conditions Applying To Home Subscriptions to Maths-Whizz® Tutoring Plus

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1. Introduction

It is very much in your interests to read this document carefully. These are the terms and conditions applicable to paying home subscribers to, and users of, Maths-Whizz® Tutoring Plus paid for by those subscribers as well as to parents and guardians of students using Maths-Whizz® Tutoring Plus accessing reports by means of a school subscription. By ticking the box when invited to do so, you warrant that you have read and agreed to all the terms and conditions stated herein and that you understand our Privacy Statement to Home Subscribers. These terms and conditions replace and supersede any previous offer or terms and conditions previously posted on any website operated by Whizz Education or entered into verbally or otherwise between you and Whizz Education and/or any representatives of Whizz Education.

If you do not agree with the terms and conditions (or are not authorised to do so) you should not use Maths-Whizz Tutoring Plus or permit anyone else to do so. If there is anything in these terms and conditions which you do not understand and/or you have any questions please contact support@whizz.com.



Our Privacy Statement explains how we comply fully with the UK General Data Protection Regulation ("UK GDPR") and the EU Regulation 2016/679 General Data Protection Regulation ("EU GDPR"). We ensure that all your Personal Data and the Personal Data of your children using Maths-Whizz is:

1. fairly and lawfully processed;
2. processed for one or more specified and lawful purposes;
3. adequate, relevant and not excessive;
4. accurate and, where necessary, kept up to date;
5. not kept for longer than is necessary;
6. processed in accordance with the rights of the data subject;
7. protected by an appropriate degree of security;
8. not transferred to a country outside the EU without an adequate level of data protection.

These are the key UK GDPR and EU GDPR Data Protection principles.

These terms and conditions were last updated on 1st February, 2021 and replace all previous terms and conditions for Maths-Whizz Tutoring and Maths-Whizz Tutoring Plus (previously referred to as Maths-Whizz at Home, Maths-Whizz.com or just Maths-Whizz). We recommend that you print a copy of these terms and conditions and of our Privacy Statement for your records.

From time to time Whizz Education may run competitions, free prize draws, promotions and surveys. These are subject to additional terms and conditions that will be made available at the time they are run.

2. Definitions

In these terms and conditions, the words shown have the following meanings:-

"Whizz Education, we, us our" refers to Whizz Education, the owner and provider of Maths-Whizz Tutoring Plus and the Maths-Whizz Content. See the Corporate Information section 13 below for more details.

"Whizz.com" refers to the website located at www.whizz.com or any website past, present or future operated by Whizz Education as its principal website.

"You, Subscriber" refers to the buyer of Paid For Services who takes out one or more Subscriptions on behalf of one or more Students and/or to the parent or guardian of one or more Students using a school Subscription.

"Student" refers to each individual/student nominated by a Subscriber or by a school to use Maths-Whizz Tutoring Plus and the Maths-Whizz Content.

"Subscription" refers to access to Maths-Whizz Tutoring Plus available to a Student on behalf of whom a payment to subscribe has been made.



“Account” refers to the record maintained by Whizz Education in respect of each Subscriber, the Subscription(s) associated with that Subscriber and the Student(s) nominated by that Subscriber.

“Paid For Services” refers to Subscriptions for which the payment has been any or all of (1) one year in advance (2) monthly in advance or (3) in accordance with any other payment plan, and in all cases whether or not subject to discounts or special terms of any kind.

“Maths-Whizz Tutoring Plus” refers to the online mathematics tutoring service at www.whizz.com access to which can be purchased by means of a Subscription and/or by a school. The Maths-Whizz Tutoring service has been discontinued, and all Subscribers and Students now have access to Maths-Whizz Tutoring Plus.

“Maths-Whizz Content” refers to the lessons, exercises and reports sequenced and personalized for each Student together with the virtual worlds, avatars, virtual shop, rewards, leaderboards and other material available from time to time to Subscribers to Maths-Whizz Tutoring Plus and to Students.

3. Access and Use

Whizz.com has areas that are accessible to all visitors. Registration at Whizz.com can also provide unlimited access to Maths-Whizz Tutoring Plus (and the full Maths-Whizz Content) for a 7 day free trial period. Maths-Whizz Tutoring Plus (and the full Maths-Whizz Content) are otherwise accessible only to paying Subscribers and to the nominated Student(s) of paying Subscribers, and to school customers and to Students in such schools.

These terms apply to Subscribers to Maths-Whizz Tutoring Plus and to their respective Students and to parents or guardians of one or more Students using a school Subscription both irrespective of the delivery platform you and the Student(s) use - e.g. desktop PC, laptop, iPad, mobile device, tablet, PDA or otherwise - and irrespective of how the Maths-Whizz Content is delivered to you and the Student(s) - e.g. via web browser, WAP browser, email, SMS or otherwise. By accessing Maths-Whizz Tutoring Plus and by facilitating access to Maths-Whizz Content by your Student(s) you are agreeing that these terms and conditions are binding on you and your nominated Student(s).

Provided that the essence of Maths-Whizz Tutoring Plus as an online mathematics tutoring service is maintained, Whizz Education may change, alter or withdraw any part of the service and of the Maths-Whizz Content at any time (with or without notice to you). Whizz Education may also change these terms and conditions. Whizz Education will publish details of any changes to the terms and conditions in Section 14 below. You should regularly check Section 14 of these terms and conditions to see if any changes have been made since by using Maths-Whizz Tutoring Plus or permitting your Student(s) to do so after we have posted the changes, you are agreeing to be bound by them. If you do not agree to the changes you should cease



using Maths-Whizz Tutoring Plus, procure that the Student(s) cease(s) to do so and you may cancel your Subscription(s) to any Paid For Services in accordance with your rights set out in Section 4.

Permitted Use: All Maths-Whizz Content belongs to Whizz Education or its licensors. Whizz Education or its licensors own all Intellectual Property Rights in the Maths-Whizz Content and any selection or arrangement of the Maths-Whizz Content. By "Intellectual Property Rights", we mean all copyright (including, without limitation, copyright in computer code, software, animations, artwork, audio-visual effects, characters, concepts, drawings, diagrams, methods of operation, and sounds), moral rights, related rights, patents, domain names, trade marks, trade names, service marks, rights in designs, database rights, know-how, and all other similar industrial or intellectual property rights (whether or not registered or capable of registration) and any applications for such rights or extensions of such rights as may now or in the future exist anywhere in the world.

You and your nominated Student(s) may for your personal, non-commercial use:

- retrieve and display Maths-Whizz Content on any compatible device;
- print copies of printable items; and
- store such printable items in electronic form on disk or on a mobile device (but not on any server or other storage device connected to a network other than your home network).

Restrictions on Use: You and your nominated Student(s) may not use Maths-Whizz Tutoring Plus for any unlawful purpose. Except as expressly set out above, you may not copy, reproduce, publish, broadcast, transmit, modify, adapt, create derivative works of, store, archive, publicly display or in any way commercially exploit any of the Maths-Whizz Content. Without limitation, you may not do any of the following without prior written permission from Whizz Education (and neither may you allow a third party to do any of the same):

- redistribute any of the Maths-Whizz Content (including by using it as part of any syndication, content aggregation, library, archive or similar service); or
- remove the copyright or trade mark notice from any copies of Maths-Whizz Content made under these terms and conditions; or
- create a database in electronic or structured manual form by systematically and/or regularly downloading/printing and storing all or any of the Maths-Whizz Content; or
- deep link to, frame, spider, harvest or scrape the Maths-Whizz Content or otherwise access the Maths-Whizz Content for similar purposes; or
- use any machine, electronic, web based or similar device to read or extract the Maths-Whizz Content by automated or machine based means (as opposed to using your own eyes).

You acknowledge that "Whizz Education", "Maths-Whizz" and the Whizz logo are registered trade marks owned by Whizz Education and that you undertake not to use any of them in any way without prior written permission from Whizz Education.



Linking: If you would like to link to Whizz.com, please first contact dpo@whizz.com. In brief, a site or service that links to Whizz.com:

- may display a Whizz logo (subject to our display guidelines) but must not otherwise use any Whizz Education trade marks without permission from Whizz Education;
- may not remove, distort or otherwise alter the size or appearance of the logo;
- must not in any way imply that Whizz Education is endorsing it or its products or services unless otherwise agreed in writing by Whizz Education;
- must not misrepresent its relationship with Whizz Education or present false information about Whizz Education;
- must not be a site or service that infringes any intellectual property or other right of any person or that otherwise does not comply with all relevant laws and regulations;
- must not be a site or service that contains content that could be construed as distasteful, offensive or only suitable for visitors over the age of 18 or that might in any way be detrimental to the best interests of Whizz Education.

Whizz Education expressly reserves the right to require that any link in breach of these terms and conditions be removed and to take whatever other action it deems appropriate.

PLEASE NOTE THAT IN ADDITION AND WITHOUT PREJUDICE TO OUR RIGHTS AT LAW TO RESTRICT THE TYPES OF USE REFERRED TO ABOVE, THESE RESTRICTIONS ARE ALSO CONTRACTUAL IN NATURE AND BIND ALL STUDENTS USING MATHS-WHIZZ TUTORING PLUS.

4. Subscription Process; Pricing and Payment; Renewals,

Cancellation and Termination; Money Back Guarantee

(a) Subscription Process- provision of registration information, Subscriber and Student IDs

To become a paying Subscriber, you must provide Whizz Education with accurate, complete registration information and it is your responsibility to update and maintain changes to that information as and when necessary on the applicable Account page accessible to a Subscriber. Whizz Education is entitled to rely on any information you provide to us for the purpose of creating and maintaining your Account.

As part of the process of becoming a paying Subscriber, you will choose a user name (your email address) and password allowing you access to your Account ("Subscriber ID"). On payment of the appropriate price for one or more Subscriptions, each paying Subscriber may nominate one or more Students. Each Student you have nominated will be allocated a unique Student name and will be able to choose their unique



password ("Student ID"). Whizz Education does not permit any other person than the nominated Student sharing the Student ID registered for that Student or access through a single Student ID being made available to multiple Students on a network. Please note that Whizz Education may cancel or suspend your and your nominated Student(s)' access to Maths-Whizz Tutoring Plus immediately in the event of shared use of a Student ID without further obligation to you.

You are responsible for all use of Maths-Whizz Tutoring Plus made by you, your nominated Student(s) or anyone else using your Subscriber ID and for preventing unauthorised use of your Subscriber ID and the Student IDs of your nominated Student(s). If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your Subscriber ID or any payment information, you must notify Whizz Education immediately by e-mailing support@whizz.com.

We recommend that you and your nominated Student (s) do not select an obvious password (such as your name), and that you change passwords regularly.

If you provide Whizz Education with an email address that will result in any messages Whizz Education may send you being sent to you via a network or device operated or owned by a third party (e.g. your employer or school) then you warrant that you are entitled to receive those messages. You also agree that Whizz Education may refrain from sending messages to you without notifying you, even if you have subscribed to receive them, if we receive a request from a third party to stop sending messages to you.

(b)Pricing and Payment

A Subscription may be either monthly or annual, in each case with payment being made in advance.

The prices of monthly and annual Subscriptions to Maths-Whizz Tutoring Plus are the amounts per Student paid monthly or annually in the currency shown on the relevant Subscription and Buy pages of Whizz.com.

All prices are subject to reduction at Whizz Education's discretion by referral or other discounts.

Whizz Education reserves the right, acting reasonably at all times, to vary the Paid For Services, including the timing of payments by Subscribers for all forms of Subscription, and does not guarantee that Paid For Services will remain paid for or that a free-of-charge service will remain free-of-charge. Should Whizz Education improve the Paid for Services, Whizz Education also reserves the right to charge additionally for such improved services. Eligibility for any discounts is ascertained at the time you subscribe and cannot be changed during the term of your Subscription. Your Internet Service Provider and/or telephone operator may also charge you for



time spent accessing Maths-Whizz Tutoring in the same way you pay for telephone calls.

Unless otherwise indicated, all subscription prices include any applicable Value Added Tax or sales tax. No refund of tax will be made in the event that such tax is not applicable for whatever reason. Whizz Education reserves the right to change its prices in the event of changes in the rates of applicable Value Added Tax and sales tax.

You agree to pay any subscription fees at the rates in effect when the charges are incurred and payment is due. You must provide us with complete and accurate payment information. Payment will usually be by either credit, debit card or direct debit. In limited circumstances Whizz Education will also accept payment by cheque or by standing order to a bank. By submitting your credit card, debit card and/or bank sort code and account details to Whizz Education or to a third party acting on behalf of Whizz Education you warrant that you are entitled to purchase the Paid For Services using those payment details. In the case of unauthorised payments Whizz Education reserves the right to suspend or terminate your access to the Paid For Services. If we do not receive any payment which is due, or a payment authorisation or any authorisation is subsequently cancelled, we may immediately terminate or suspend your access to any Paid For Services.

In addition to the subscription fee you are charged, certain banks and credit card issuers will charge a foreign transaction fee on transactions which take place abroad or in a foreign currency. The majority of payments for subscriptions we take by card are processed in the United Kingdom so please check with your bank or credit card issuer to find out if such charges will be applied to you; Whizz Education is not responsible for any such charges.

Whizz Education will try to process your Subscription(s) promptly but does not guarantee that the Paid For Services will be available to you or your Student(s) by any specified time. In the case of payment by credit card, debit card and/or direct debit, a contract with you for receipt of the Paid For Services will come into effect when you have accepted these terms and conditions, entered your payment details, and received an automated email from Whizz Education confirming your Subscription(s). In the limited circumstances where payment has been made by cheque, standing order, via an arrangement with your Student's school or otherwise, a contract will come into effect when you register and nominate Student(s) on Whizz.com, enter an activation key for each Student supplied to you by email or when you provided the standing order, accept these terms and conditions, and are sent the automated email confirmation confirming your Subscription(s). Thereafter, in all cases, the Student(s) nominated by you will be given access to Maths-Whizz Tutoring Plus depending on the Subscription for which you have paid as soon as the registration process for the Student(s) is complete.

Account and Subscription creation is subject to the receipt of appropriate payment and the provision of a genuine email address at which you can receive emails. If the email address you supply is false, inaccurately spelt, or inactive Whizz Education will be unable to activate your Account and Subscription(s) and a delay will follow while the situation is rectified, for which Whizz Education accepts no responsibility.



Your Account will remain active from the point at which you receive an email confirmation from Whizz Education to the point at which (all of) your Subscription(s) expire(s) or is/are cancelled in accordance with any of the provisions detailed above or below.

While any of your Maths-Whizz Tutoring Plus Subscription(s) are current, your nominated Student(s) will be granted unrestricted access to Maths-Whizz Tutoring Plus (see Whizz.com for our recommendation that Students should use Maths-Whizz Tutoring Plus for two or three weekly sessions totalling 45-60 minutes and the conditions below of the Money Back Guarantee applicable only to Subscriptions for Maths-Whizz Tutoring Plus beginning after 1st March, 2019 requiring at least 52 hours of exercise work in Tutor Mode in 1 year) . While every effort will always be made to ensure that the site is available at all times there may be occasions when, due to repair, maintenance or improvement of Maths-Whizz Content, and/or unforeseen technical difficulties affecting the server, the Internet in general, or other equipment and/or some other emergency, Whizz.com may be unavailable. Whizz Education makes no representation that the site will be available at all times and accepts no liability for any temporary unavailability, for which no refunds will be made.

(c) Renewals, Cancellation and Termination

Renewals: The Subscription of any Subscriber who has chosen to pay **monthly** will continue until you tell us that you no longer wish to receive it in which case you will stop paying the monthly amounts. We will notify you at least 14 days in advance of any changes to the price of your Subscription that would apply upon the next monthly renewal. Please see the Cancelling section below for details of how to cancel your monthly Subscription. All Subscribers who have chosen to pay **annually** will be contacted by our Customer Services team by email at least four weeks before the anniversary of the current Subscription with information concerning the price of renewal of the Subscription for another year. Unless an annual Subscriber notifies us before the end of an annual Subscription that the Subscription is no longer required, it will be renewed for another year. We will charge the renewal price using the same card or other payment method that the Subscriber previously used. Access to Maths-Whizz Tutoring Plus will only remain continuous if the renewal subscription fee is received prior to the anniversary date of the current Subscription.

Cancelling or Changing your Maths-Whizz Subscription: When you first subscribe you agree that we may start your Subscription and make the Maths-Whizz Tutoring Plus service available to you and your Student immediately upon our accepting your payment. You thereby acknowledge that your right to cancel the subscription under regulation 29(1) of the United Kingdom Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 is lost. We nevertheless agree that you will remain entitled to cancel your Subscription within the first fourteen days of making your Subscription without giving any reason. You may cancel your Subscription during this period by following the instructions "How do I cancel my subscription" available in the Parents FAQs at www.whizz.com. In the event that you do cancel your Subscription within the first fourteen days, we will refund any payment we have received from you in full if you and/or your Student have not used Maths-



Whizz Tutoring Plus. However, you acknowledge that if you cancel your Subscription but you and/or your Student have used Maths-Whizz Tutoring Plus within the first fourteen days, we will refund any payment we have received from you only after deducting £10 (or AED 50, NZ\$15, or KES 1,250 if you have paid in any of these currencies) and, if your payment was less than the aforesaid amounts, there will be no refund at all. Following the expiry of fourteen days, you do not have any right to a refund in respect of any payment you have made for your Subscription or any part of it. You may, however, notify us at any time with a clear statement that you wish to cancel your future payment obligations for a Subscription (such notice to take effect at the end of the current subscription period provided it has been submitted at least 24 hours before any new payment is due). To notify us of your desire to cancel, you must follow the instructions "How do I cancel my subscription" available in the Parents FAQs at www.whizz.com at least 24 hours before any new payment is due. Lastly, you may change a Subscription, from monthly in advance to one year in advance, online by following the instructions on the website. If you change the payment basis for a Subscription the terms and conditions then applicable to new Subscriptions will apply to such Subscription.

Subscription Payment Dispute: If you dispute with your bank or your credit card company a payment which you have already made and as a result of which we have in good faith provided Paid for Services and access to our site beyond the initial fourteen day cancellation period, you will remain liable to us for such payment and, in addition, a charge per disputed payment of £10, AED50, NZ\$15 or KES 1,250, depending on the currency of your payment. You will be billed for these amounts until payment is received by us in full, and interest may be applied. In the case of persistent non-payment your debt may be passed on to a third-party debt collection agency. This may affect your credit rating, and could result in legal action being taken against you.

Account and Subscription Misuse: Whizz Education reserves the right without prior warning to close any Accounts and to terminate Subscriptions being used for any other purpose than for the provision of educational services to the Student(s) nominated by the individual Subscriber. Possible forms of misuse include, but are not restricted to the following: (i) Data theft - information provided is for the benefit of the Student(s) nominated by the individual Subscriber only, and must not be shared, published, or otherwise disseminated in any way; (ii) password-sharing and multiple use - the sharing of login details is strictly prohibited. Access by any person other than the nominated Student either concurrently or at a different time may result in Account closure; (iii) the initial Student assessment being undertaken by a person (s) other than the Student and/or deliberate prolongation of exercise times to secure entitlement to the Money Back Guarantee applicable to Maths-Whizz Tutoring Plus; (iv) incorrect information - if the information you provide about yourself or your nominated Students is false or incorrect you may be denied access to your Account or your Account may be closed. This applies in particular to the sign up process where the use of a false or inaccurate email address will render you unable to activate your Account, for which we accept no responsibility and for which no refunds will be issued. No refunds will be given for, and the Money Back Guarantee will, under no circumstances, apply to, any Accounts closed due to Student assessment(s) being undertaken by person(s) other than the Student(s) and/or other forms of misuse.



Other Termination Circumstances: Whizz Education also reserves the right to close any Account and/or to terminate any Subscription and/or to suspend the availability of Maths-Whizz Tutoring Plus immediately and without notice if (i) bankruptcy or other insolvency proceedings are brought against the Subscriber, (ii) you are unable to pay your debts as they fall due, fail to make payments which become due, or you cancel your direct debit or continuous payment authority preventing Whizz Education or a third party on our behalf from collecting payment as it becomes due, (iii) you are no longer able lawfully to access Maths-Whizz Tutoring Plus, or (iv) Whizz Education can no longer provide Maths-Whizz Tutoring Plus or provide the Paid-for Services in a manner which we deem appropriate. In the event that an Account is closed for whatever reason any information which is stored about the Subscriber and /or any nominated Student(s) on our servers will be deleted.

(d) Money Back Guarantee applicable to Maths-Whizz Tutoring Plus

If all of the following conditions are satisfied, namely

1. a period of 1 year has elapsed since you paid an annual Subscription or, if you are initially a monthly Subscriber, since you paid the first monthly Subscription; and
2. for an initial monthly Subscriber, either 12 monthly payments for Maths-Whizz Tutoring Plus have been made or a lesser number of monthly payments for Maths-Whizz Tutoring Plus plus an annual Subscription for Maths-Whizz Tutoring Plus (if you decide to convert your monthly Subscription to an annual) ; and
3. the usage report about your Student shows that he or she has spent at least 52 hours in Tutor Mode on Maths-Whizz Tutoring Plus exercises within the one year period since the Subscription began (equivalent to 60 minutes per week); and
4. having completed the initial Maths-Whizz Tutoring Plus assessment without assistance, your Student's average maths age has not improved by 1 year or more from the average maths age at his/her initial Maths-Whizz Tutoring Plus assessment as recorded in your student's progress Report; and
5. you contact us by email to request your money back within 15 days of the end of the one year period since the Subscription began,

then we will refund the whole of the Subscription(s) you have paid for the period of 1 year in respect of the Student who has improved by less than 1 year (pro rating any annual Subscription paid in conversion of a monthly Subscription within the 1 year period so that the amount of it refunded corresponds to the number of months which have elapsed between payment of the annual Subscription and the end of the 1 year period).

5. Privacy Statements

Whizz Education takes the privacy of its Subscribers and Students seriously, and is especially conscious of the need to protect all information concerning children using Maths-Whizz Tutoring Plus. We are committed to safeguarding the privacy of our Subscribers and Students while providing a personalised and valuable service. Our



Privacy Statements to Home Subscribers, to parents and guardians of Students using a school Subscription and to Maths-Whizz Students found [here](#) explain the Personal Data we have about you and your Students, the legal basis and purpose for our holding and processing this data, what we do and do not do with the data, how we protect it, how long we keep the data, your rights with respect to the data and how you may complain if you believe we have mishandled your data. These statements are in compliance with the UK GDPR.

Whizz Education's complete Data Protection Policy can be found [here](#).

6. Technical Requirements, Compatibility and Site Security

Maths-Whizz Tutoring Plus is best viewed using a Windows or MacOS desktop or laptop, or a modern iPad or Android-based tablet with a screen size of at least 7.9", running the most recent version of Chrome, Safari, Firefox or Edge. Older browser versions may work but Students could have a degraded experience. Your device must have a WebGL-enabled graphics card and at least 2GB of RAM. Any payment information you send to us over the Internet is encrypted using 2048-bit TLS technology. TLS (Transport Layer Security) is currently the preferred method to securely transfer sensitive data over the Internet.

7. WARRANTIES AND LIMITATION OF LIABILITY

The Maths-Whizz Content primarily consists of mathematics lessons and exercises which use animation and other help features to demonstrate mathematical concepts and techniques. Following an initial assessment of a Student's capabilities, Maths-Whizz Tutoring Plus's Virtual Tutor creates a sequencing of lessons and exercises aimed at taking the Student to a higher level of achievement in mathematics provided that the Student commits sufficient time to absorbing the lessons and undertaking the exercises. The Student's progress is continuously assessed with the sequencing of lessons and exercises being dynamically updated as required. The Maths-Whizz Content covers most learning objectives contained in the typical mathematics curriculum, for example the 2014 National Curriculum for England. The language of study determines the language used in the text and audio of lessons and exercises and, usually, the currency used in lessons and exercises involving money. The latter may also be determined by the location of the Subscriber (for example, users paid for by Subscribers in New Zealand receive NZ\$ money lessons and exercises).

Whizz Education makes no representation concerning the suitability of the Maths-Whizz Content for Students in particular countries and/or wishing to follow a particular curriculum nor for its use other than as a supplementary teaching tool. Whizz Education is not responsible for any use of the Maths-Whizz Content by you and/or the Student outside its scope as stated in these terms and conditions.

LIMITED WARRANTY

What we can guarantee: WHIZZ EDUCATION SHALL DEVELOP AND OPERATE MATHS-WHIZZ TUTORING PLUS WITH REASONABLE SKILL AND CARE, SEEKING TO ENSURE THAT ALL MATHS-WHIZZ CONTENT IS SUITABLE FOR



CHILDREN AND THAT WHIZZ.COM HAS REASONABLE SECURITY PROCEDURES IN PLACE AT ALL TIMES. WHIZZ EDUCATION SHALL USE REASONABLE ENDEAVOURS TO MAKE MATHS-WHIZZ TUTORING PLUS AVAILABLE TO STUDENTS 24 HOURS A DAY 7 DAYS A WEEK, SUBJECT TO ROUTINE MAINTENANCE AND SITE UPDATES AND TO SECTION 10 BELOW.

What we cannot guarantee: EXCEPT AS SET OUT IN THE PARAGRAPH ABOVE, WHIZZ EDUCATION DOES NOT GIVE ANY WARRANTIES IN RESPECT OF MATHS-WHIZZ TUTORING PLUS. AS WITH ANY EDUCATIONAL PROGRAMME, THE BENEFIT DERIVED FROM THE USE OF MATHS-WHIZZ TUTORING PLUS DEPENDS ON THE DILIGENCE OF THE STUDENT AND COMPLIANCE WITH THE REQUIREMENTS OF THE SERVICE.

WHILST MATHS-WHIZZ TUTORING PLUS IS AN INDIVIDUAL LEARNING PROGRAMME TAILORED TO THE INDIVIDUAL NEEDS OF EACH STUDENT, A LIMITATION OF ANY INTERNET-BASED LEARNING SYSTEM IS THE FACT THAT IT DEPENDS ON THE ANSWERS SUBMITTED BY THE STUDENT AS THE MAIN FORM OF ASSESSMENT AND CANNOT TAKE INTO ACCOUNT THE FULL RANGE AND COMBINATION OF FACTORS WHICH COULD BE IMPORTANT IN THE CASE OF ANY PARTICULAR STUDENT'S DEVELOPMENT. NOR, IMPORTANTLY, CAN ANY INTERNET- BASED LEARNING SYSTEM ADDRESS THE SITUATION WHERE A STUDENT HAS HAD ASSISTANCE IN COMPLETING THE QUESTIONS WITHOUT ACTUALLY UNDERSTANDING THE PRINCIPLES INVOLVED.

HAVING REGARD TO THESE CONSIDERATIONS, WHIZZ EDUCATION CANNOT GIVE ANY WARRANTIES THAT EVERY STUDENT'S PERFORMANCE WILL IMPROVE THROUGH THE USE OF MATHS-WHIZZ TUTORING PLUS NOR DOES WHIZZ EDUCATION WARRANT THAT THE USE OF THE SERVICE WILL REMEDY ANY SPECIAL LEARNING PROBLEMS.

WHIZZ EDUCATION CANNOT BE RESPONSIBLE IF SOME STUDENTS FIND OFFENCE IN SOME MATHS-WHIZZ CONTENT WHETHER FOR RELIGIOUS, ETHNIC OR OTHER REASONS. IF ANY OFFENCE IS CAUSED, IT WILL BE COMPLETELY UNINTENDED.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WHIZZ EDUCATION HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR DUTIES OF EVERY NATURE WHATSOEVER (EXCEPT ANY DUTIES OF GOOD FAITH), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR STATUTORY WARRANTIES, AND ANY WARRANTIES OR DUTIES REGARDING ACCURACY, TIMELINESS, COMPLETENESS, PERFORMANCE, AVAILABILITY, LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT. WHIZZ EDUCATION OFFERS NO ASSURANCE OF UNINTERRUPTED OR ERROR-FREE SERVICE NOR THAT THE SPEED OF MATHS-WHIZZ TUTORING PLUS WILL NOT BE ADVERSELY AFFECTED BY FACTORS AFFECTING THE INTERNET GENERALLY. NEITHER DOES WHIZZ EDUCATION PROVIDE ANY WARRANTY THAT MATHS-WHIZZ TUTORING PLUS



IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

OUR LIABILITY EXCLUSION

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT WHIZZ EDUCATION WILL NOT BE LIABLE TO YOU FOR ANY FAILURE BY THE STUDENT TO IMPROVE IN MATHEMATICS, TO PASS ANY TESTS OR EXAMS, AT SCHOOL OR EXTERNAL, NOR FOR ANY LOSSES OR DAMAGE WHICH ARE NOT A DIRECT CONSEQUENCE OF YOUR OR YOUR NOMINATED STUDENT(S)' USE OF MATHS-WHIZZ TUTORING PLUS (INCLUDING LOSS OF PRIVACY OR LOSS OF OR DAMAGE TO DATA) OR WHICH ARISE AS A RESULT OF YOU OR THE STUDENT(S) USING MATHS-WHIZZ TUTORING PLUS OUTSIDE THE SCOPE OF THESE TERMS AND CONDITIONS.

IN ADDITION TO BUT SEPARATE FROM THE ABOVE SPECIFIC EXCLUSION AND TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, YOU ALSO AGREE THAT WHIZZ EDUCATION WILL NOT BE LIABLE TO YOU FOR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO YOUR OR THE STUDENT(S)' USE OF MATHS-WHIZZ TUTORING PLUS.

YOUR REMEDIES

WHIZZ EDUCATION SHALL USE REASONABLE ENDEAVOURS TO PROMPTLY REMEDY ANY TECHNICAL FAULTS IN MATHS-WHIZZ TUTORING PLUS OF WHICH IT IS AWARE. IF YOUR SUBSCRIPTION TO MATHS-WHIZZ TUTORING PLUS BEGINS OR HAS BEGUN AFTER 1ST MARCH, 2019, PLEASE REFER ALSO TO "MONEY BACK GUARANTEE" IN SECTION 4 (d) ABOVE.

YOU AGREE THAT YOUR ONLY OTHER REMEDY (INCLUDING FOR NEGLIGENCE) FOR ANY DAMAGES THAT YOU AND/OR THE STUDENT(S) INCUR ARISING OUT OF YOUR USE OF MATHS-WHIZZ TUTORING PLUS (TO THE EXTENT THAT WHIZZ EDUCATION'S LIABILITY IS NOT EXCLUDED BY THIS SECTION 7) IS AS FOLLOWS:

IF YOU HAVE SUBSCRIBED TO RECEIVE ANY PAID FOR SERVICES, YOUR REMEDY IS LIMITED TO THE DIRECT DAMAGES YOU ACTUALLY INCUR ARISING OUT OF YOUR USE OF MATHS-WHIZZ TUTORING PLUS. THIS IS SUBJECT TO A LIMIT EQUAL TO THE FEE PAID BY YOU TO WHIZZ EDUCATION PURSUANT TO THESE TERMS AND CONDITIONS DURING THE YEAR IN WHICH THE DAMAGE IS INCURRED. YOU MAY AT YOUR OPTION RECEIVE PAID FOR SERVICES TO THE EQUIVALENT VALUE OF THIS LIMIT IN PLACE OF MONETARY DAMAGES.

IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE ABOVE LIMIT ON OUR LIABILITY IS UNENFORCEABLE, THEN YOU AGREE THAT IN ANY EVENT OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED DAMAGES



GREATER THAN TWICE THE VALUE OF THE HIGHEST THEN APPLICABLE ANNUAL MATHS-WHIZZ TUTORING PLUS SUBSCRIPTION FEE.

The above disclaimers and restrictions on liability apply equally to your and the Student(s)'s use of Maths-Whizz Tutoring Plus and all Maths-Whizz Content.

OTHER INFORMATION

Without limiting the above, Whizz Education is not liable for matters beyond its reasonable control. You are responsible for the computer and communications equipment necessary to access Maths-Whizz Tutoring Plus. Whizz Education does not control telephones, third party communications networks (including your Internet Service Provider), the Internet nor the acts of third parties.

Notwithstanding anything else contained in the provisions of this Section 7, Whizz Education's liability will not be limited in the case of death or personal injury directly caused by Whizz Education's negligence.

8. Third Party Sites and Services

Maths-Whizz Tutoring Plus may contain links to other Internet websites or online and mobile services provided by independent third parties ("Third Party Sites"), either directly or through frames. Third Party Sites may be co-branded with Whizz Education and so include Whizz Education's trade mark. Whizz Education is not responsible for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. If you purchase products or services from a Third Party Site your contract for such products or services will be with the third party and not with Whizz Education. Our Privacy Policy does not apply to Third Party Sites.

Copyright in any software that is made available for download from Maths-Whizz Tutoring Plus belongs to Whizz Education or its suppliers. Your use of the software is governed by the terms of any licence agreement that may accompany or be included with the software. Whizz Education is not responsible for any technical or other issues that may arise if you download third party software. Do not install or use any software unless you agree to such licence agreement.

9. Blogs and Discussion Forums

Whizz.com and Maths-Whizz Tutoring Plus may include blogs and discussion forums that allow interaction between Subscribers, Students and visitors to Whizz.com ("Forums"). While Whizz Education will not seek to control the information/materials posted to Forums (the "Messages"), it reserves the right (which it may exercise at its sole discretion without notice) to delete, move or edit the Messages and to terminate your access to and use of the Forums and you waive any moral rights that you may have in regard to the Messages.

You must comply with any rules posted by Whizz Education on a Forum. You may not:



- post, link to or otherwise publish any Messages containing any form of advertising or promotion for goods and services or any chain Messages or "spam";
- post, link to or otherwise publish any Messages with recommendations to buy or refrain from buying a particular security or which contain confidential information of another party or which otherwise have the purpose of affecting the price or value of any security;
- post, link to or otherwise publish any Messages that are unlawful, threatening, abusive, libellous, indecent, infringe copyright or other rights of third parties or which contain any other form of illegal content;
- disguise the origin of any Messages;
- impersonate any person or entity (including Whizz Education employees or Forum guests or hosts) or misrepresent any affiliation with any person or entity;
- post or otherwise publish any Messages unrelated to the Forum or the Forum's topic;
- post or transmit any Messages that contain software viruses, files or code designed to interrupt, destroy or limit the functionality of Maths-Whizz Tutoring and/or Maths-Whizz Tutoring Plus or any computer software or equipment;
- collect or store other Subscribers' and Students' personal data;
- restrict or inhibit any other Subscriber or Student from using the Forums.

You are solely responsible for the content of your Messages. By submitting messages to any Forum you agree to indemnify Whizz Education from all claims, costs and expenses (including legal expenses) howsoever arising out of any Messages posted or published by you that are in breach of this Section 9.

The Forums contain Messages submitted by Subscribers and Students over whom Whizz Education has no control. Whizz Education cannot guarantee the accuracy, integrity or quality of any Messages. Some Subscribers and Students may breach these terms and conditions and post Messages that are misleading, untrue or offensive. You must bear all risk associated with your use of the Forums and should not rely on Messages in making (or refraining from making) any specific investment or other decisions.

Whizz Education employees (who will be clearly identified as such) will also contribute material to the Forums in order to stimulate discussions and ensure the smooth running of the Forums. The Forums may also contain messages from special guests selected by Whizz Education. The opinions of those Whizz Education employees and special guests are their own and are not necessarily endorsed by Whizz Education. They should not be considered by you as professional advisers.

By submitting Messages to any Forums you are granting Whizz Education a worldwide perpetual, royalty-free, non-exclusive licence to reproduce, modify, translate, make available, distribute and sub-license the Message in whole or in part and in any form. This may include personal information such as your name and alias and your expressions of opinion. Whizz Education reserves the right to contact you by e-mail with regard to your use of the Forums.



It is not possible for Whizz Education to fully and effectively monitor when Messages may infringe the copyright of a third party or other third party rights. If you believe that a Message infringes any legal rights that you may have, you should notify Whizz Education immediately with specific details by contacting support@whizz.com

10. Force majeure

Notwithstanding anything contained in these terms and conditions we shall not be liable for failure or delay in performing any of our obligations because of any cause beyond our reasonable control (including but not limited to (a) decision of any court or other judicial body of competent jurisdiction, (b) unavailability of equipment, power or other commodity, (c) failure or non-availability of Internet or telecommunications facilities, computer hardware or software, (d) act of God, war, riot, terrorist attack, civil commotion, malicious damage, fires, flood or storm (e) strikes or other industrial disputes (whether involving our workforce or that of any other party) or (f) acts of government or other prevailing authorities or default of suppliers, sub-contractors or other third parties).

11. General

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions. Provided that we give you notice, Whizz Education may, without your consent, transfer the benefit and burden of these terms and conditions to any person taking over the supply of Maths-Whizz Tutoring Plus.

If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

Failure by either party to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.

Nothing in these Terms and Conditions is intended, under the Contracts (Rights of Third Parties) Act 1999, to create any rights which are enforceable by any person who is not a party to the agreement between the Subscriber and Whizz Education. Nothing in these Terms and Conditions shall affect any right or remedy of a third party which exists or is available other than as a result of the aforementioned Act.

12. Choice of Law and Jurisdiction

These terms and conditions shall be governed by, and construed in accordance with, the laws of England and Wales.



To the extent possible in the applicable jurisdiction, the parties irrevocably agree that the courts of England and Wales shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms and conditions, and for those purposes irrevocably submit all disputes to the jurisdiction of such courts.

For the exclusive benefit of Whizz Education and to the extent possible in the applicable jurisdiction, Whizz Education shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these terms and conditions are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these terms and conditions or (if different) the country of your principal place of business.

13. Corporate Information

Maths-Whizz Tutoring Plus is operated by Whizz Education Limited whose corporate details are as follows: principal business address is One Kingdom Street, Paddington Central, London, W2 6BD; registered office address is One Kingdom Street, Paddington Central, London, W2 6BD; company number is 4494788; VAT number is 824 7539 10; and Data Protection Registration Number is Z8747153. Our Data Protection Officer is Ray Douse who can be contacted at dpo@whizz.com. Whizz Education Limited's Customer Success Department may be contacted as follows: telephone (44) (0) 203 328 6564; fax (44) (0) 207-402-9467; email support@whizz.com. Whizz Education Limited may assign its rights and obligations under these terms and conditions to any other company which becomes a subsidiary or parent company of Whizz Education Limited.

14. Changes to Terms and Conditions

These terms and conditions became effective on 1st February, 2021 and replaced on that date the terms and conditions previously published on 1st February, 2021. The changes reflect updates to Whizz Education's Data Protection Policy. The terms and conditions are subject to further change from time to time without notice or consultation. Any future changes will be effective without notice being given to each Subscriber.