



## Terms of Service

*Last updated: 11<sup>th</sup> September 2019*

Part A – Applies to all visitors to our websites and all buyers and users of our service

### 1. ABOUT THESE TERMS

1. Thank you for visiting EtonX! We are pleased to welcome you to the EtonX websites, including those located at <https://etonx.com> and <https://learn.etonx.com>.
2. To make these Terms easier to read, we have given the following expressions a specific meaning, when used in these Terms:
  1. **“Courses”**: the online courses on the Course Site;
  2. **“Course Site”**: <https://learn.etonx.com>;
  3. **“EtonX Content”**: all content or other material available to you on the Sites or through the Courses, including but not limited to online presentations, instructional videos, questionnaires, interactive activities, surveys, infographics, peer learning assignments, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files;
  4. **“Live Online Classes”**: live interaction via audio and/or video with our Tutors on a one-to-one basis or in a group with other Students in the Courses;
  5. **“Marketing Site”**: <https://etonx.com>;
  6. **“Marks”**: Eton College and EtonX logos, trade marks and service marks which may appear on the Sites;
  7. **“Parents”**: parents and legal guardians;
  8. **“School”**: school, college, university or other educational establishment;
  9. **“Service”**: the Sites, EtonX Content, Courses, Live Online Classes, discussion forums and all content and services accessible on the Sites;
  10. **“Sites”**: the EtonX websites including the Course Site and the Marketing Site;
  11. **“Students”**: those who participate in Courses whether participation is on a paid-for basis or a free-trial basis;

12. **“Terms”**: these Terms of Service;
  13. **“Tutors”**: EtonX Live Online Class tutors;
  14. **“Users”**: all users and buyers of the Service such as: Students; Tutors; Parents, Schools; School administrators, School teachers of Students; distributors and marketing representatives for the Courses; in each case whether registered or not and whether you purchase or participate in Courses or not;
  15. **“User Account”**: a user account on the Service;
  16. **“User Content”**: all information, text, images, video, logos, graphics, messages, forum posts, comments, files or other materials to the Sites and in the Live Online Classes from your User Account, and any other features of our Service that allow you to make contact with other Users;
  17. **“User Password”**: a password for a User Account; and
  18. **“Viruses”**: viruses, Trojan horses, corrupted files, malware, spyware or similar software that may contaminate or damage ours or another User’s computer.
3. We ask that you read these Terms as well as the [Privacy Policy](#) carefully, as they will govern your use of the Services.
  4. Part A of the Terms applies to all Users. Part B of the Terms only applies to Users who buy Courses from EtonX directly, excluding those who have a separate written agreement with EtonX for the purchase of Courses. Part B does not apply to Users who buy Courses from third parties such as distributors. Part B does apply to Users who buy Courses from EtonX via an agent.
  5. By visiting the Sites or buying or using the Service at any time, you expressly agree to be bound by these Terms as applicable in accordance with clause 1.4 and all applicable laws and regulations governing the Service. The Terms form a legally binding agreement between you and EtonX in relation to your use of the Service.
  6. If you register with the Sites or purchase our Courses, we will ask you expressly to agree to these Terms.
  7. Click on the links below to go straight to more information on each areas:
    1. [ABOUT THESE TERMS](#)  
[WHO WE ARE AND HOW TO CONTACT US](#)  
[ACCEPTANCE OF TERMS](#)  
[USER ACCOUNTS AND REGISTRATION](#)  
[TECHNICAL REQUIREMENTS TO USE THE SERVICE](#)  
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LEGAL PROCEEDINGS](#)  
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[GENERAL](#)  
[PAYMENT](#)

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## 2. WHO ARE WE AND HOW TO CONTACT US

1. The Sites are operated by EtonX Limited (“We”). We are registered in England and Wales under company number 09624046 and have our registered office at The Bursary, Eton College, Windsor, Berkshire, United Kingdom SL4 6DJ. Our main trading address is 3rd floor, News Building, 3 London Bridge Street, London SE1 9SG, United Kingdom. Our VAT number is GB 216206150.
  2. We are a limited company.
  3. To contact us, please email [hello@etonx.com](mailto:hello@etonx.com).
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## 3. ACCEPTANCE OF TERMS

1. You are responsible for all activity that results from your use of the Service. You agree to use the Service and interact with other Users in good faith.
2. You confirm that you are at least 14 years old.
3. If you are younger than 18, you confirm that:
  1. you have received the permission of your Parent to use the Service;
  2. your Parent or School has agreed to comply with clause 14 of these Terms;  
and
  3. your Parent has agreed to be responsible for ensuring that you comply with these Terms.
4. We may update these Terms from time to time. If we do, you will receive a pop-up the next time you visit the Sites telling you the Terms have been updated. Please read the updated Terms to ensure you understand the terms that apply at the time. The updated version of the Terms will always be available on this page and will apply from the date we publish them on the Sites. Your continued use of the Service after any such changes have been made constitutes your acceptance of the new Terms.

5. If you do not comply or agree to comply with these or any future Terms, do not use or access the Service.
  6. We recommend that you print a copy of these Terms for future reference. Click [here](#) for a PDF version of the Terms which you can print.
  7. **Description of the Service**
    1. The Service provides Courses for young adults aged 14–20 years old. The Service is built on a web application that enables you to access the Service directly through a browser from your desktop computer, laptop and certain tablets.
    2. The Service allows Students to take Courses designed to improve their practical, entrepreneurial and soft skills. The Course may include self-paced online tasks and Live Online Classes. Students in Live Online Classes are grouped by age and are matched across different time zones.
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#### 4. USER ACCOUNTS AND REGISTRATION

1. In order to create a User Account, you (or someone on your behalf, such as your School or another distributor) must provide your name, email address, date of birth and country to EtonX.
2. You must select a User Password that is unique and entirely different from your email address. Your User ID will be your email address for an account that you do not share with anyone else. You agree that you will never share your User Account details with anyone else.
3. In setting up your User Account, you may be requested or required to enter additional information, including but not limited to your gender, School, Parent's contact details and location. Additional information may be required to confirm your identity.
4. Before your enrolment is confirmed on a Course, you (or a third party buying the Course to sell on to you, such as your School or another distributor) may have to complete various checks with EtonX including, for example:
  1. supplying a copy or scan of your passport or national identification document;
  2. providing a video of yourself explaining why you want to take the Course;
  3. supplying a true profile image of yourself; and
  4. verifying your English language level.
5. Before your enrolment is confirmed on a Course with a Live Online Class you will have to complete a technical check to make sure you have the right equipment and Internet speed in place and that you do not have any restrictions such as firewalls which would prevent you from participating successfully in the Live Online Course.

You understand that if you do not have the right equipment or Internet speed you will not be able to participate in Live Online Classes.

6. We may choose to interview any proposed Student to verify their identity, capability and suitability for the Course. Alternatively, we may conduct this verification using third parties.
7. Please see our [Privacy Policy](#) for more information on what information we collect and how we will contact you using the information provided to set up your User Account.
8. You must notify us immediately of any unauthorised use of your User Account or any other breach of security and ensure that you sign out from your User Account at the end of each use of the Service.
9. You agree to provide accurate registration information to us and to maintain and update all information you provide. You acknowledge that if any information provided by you is inaccurate, out-of-date or incomplete, we reserve the right to terminate your use of the Services and your enrolment in all the Courses.
10. You agree that you cannot transfer, sell, license or trade your User Account.
11. You may delete your User Account at any time by emailing [support@etonx.com](mailto:support@etonx.com) although that will prevent you from continuing any Course you are enrolled in.
12. At its discretion, EtonX may choose not to enrol or to disallow any Student for any reason whatsoever.
13. You are responsible for any activity on the Sites arising out of any failure to keep your User Password confidential and may be held liable for any losses arising out of such a failure.

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## 5. TECHNICAL REQUIREMENTS TO USE THE SERVICE

1. To ensure that you receive the best experience from the Service, there are minimum technical requirements for the use and access of the Service, including the use of a desktop computer or certain tablets and recommended browser.
2. For Live Online Classes there are additional minimum technical requirements including broadband internet (with sufficient bandwidth), webcam, headset and microphone. You can check these using our technical check: <https://signup.etonx.com/verify/system>
3. You must have the minimum hardware and software requirements show below in place before you enrol in a Course with Live Online Classes.
4. The Services are not currently designed for use on mobile devices. For the best experience of Live Online Classes, please use a desktop or laptop computer. Tablets running with sufficiently high processors such as snapdragon 6x and above will also support Live Online Classes.

## 5. Hardware

1. Desktop computer laptop with 4GB RAM and an i3 Processor.
2. Webcam (external or inbuilt).
3. Headset (with microphone attachment or earphones with inbuilt microphone).

## 6. Software

### 1. Internet

1. A stable connection.
2. Minimum download speed of 8Mbps.
3. Minimum upload speed of 4Mbps
4. You can check your internet speed by going to <https://www.speedtest.net> and clicking 'GO'.

For Live Online Classes, we recommend the use of a wired Internet connection or stable Wi-Fi on a single IP address. We do not recommend the use of tethering or mobile hotspots. Use of shared or public Internet connections will be detrimental both to your experience as well as everyone else who is in the Live Online Classes with you. If your connection is disrupting participation in the Live Online Class for you or others, we reserve the right for our Tutors to switch off your audio and video feed and if the disruption persists to remove you from the Live Online Class until you have an adequate connection.

### 2. Browser

1. Google Chrome 71+ (or the latest version of Google Chrome) or Safari (latest version)
2. You can download Google Chrome here <https://www.google.com/chrome/>.
3. You can check (and update) your version of the Google Chrome browser by going to <https://www.whatismybrowser.com/>. Other browsers do **not** currently support the Services and you may be denied access if you attempt to access the Service through an unsupported browser.

### 3. Operating System

1. Windows10 and higher.
2. Mac OSX 10.7 and higher.

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## 6. USING THE SITES

1. Access to the Sites is permitted on a temporary basis. We reserve the right to withdraw or suspend all or part of the Service for business or operational reasons for

example to fix a problem with the Service or because of a change in the law. We will try to give you reasonable notice of any withdrawal or suspension. We will not be liable or responsible if for any reason the Sites are unavailable at any time or for any period subject to clause 22.5.

2. The information and materials on the Marketing Site are not intended to amount to advice on which reliance should be placed by you. Although we make reasonable efforts to update the information on the Marketing Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Marketing Site is accurate, complete or up to date. As such, we disclaim all liability and responsibility arising from any reliance placed on such information and materials by any visitor to the Site, or by any person who may be informed of any of its content.
3. You may:
  1. view pages from the Sites in a web browser;
  2. download pages from the Sites for caching in a web browser;
  3. stream audio and video files from the Sites;
  4. download documents and other files from the Sites that are specified on the Sites as downloadable, store and view them on your computer, and print copies of them for your own use; and
  5. use the Services by means of a web browser, subject to the other provisions of these Terms, and providing that you will have no right to access or use materials that are only available in return for payment unless you or the third party from whom you have purchased has made payment to us.
4. You may view (and, where applicable, listen to) for your own private non-commercial use EtonX Content. You must not use or allow others to access or use, all or any part of the Sites or the EtonX Content for commercial purposes without our prior written permission. Use of all or any part of the Sites or the EtonX Content for commercial purposes shall be subject to separate terms and conditions and may be subject to a fee.
5. Unless otherwise stated in these Terms, you must not (whether directly or indirectly):
  1. distribute, transmit, syndicate, sell or offer to sell or otherwise make available all or any part of the Sites or any EtonX Content, whether publicly available or not without our prior written consent; or
  2. copy, download, or store any EtonX Content whether publicly available or not, to make or populate a database or publication of any kind whatsoever, provided that for the avoidance of doubt this is not intended to restrict copying of an insubstantial part of any such material or where you are able to show 'fair dealing' with it, in each case in accordance with the Copyright, Designs and Patents Act 1988.

6. You may only play video or audio files using the media player on the Site.
7. If you learn of any activity on the Course Site that breaches these Terms please report it using our 'Report a Concern' facility. Users, whether registered or not, must not abuse our 'Report a Concern' facility (or other similar features) for example, by making false reports.

## 8. **Linking**

1. You may establish a link to the Sites, provided that:
  1. the link is legal and not detrimental or damaging to and does not take unfair advantage of, our reputation or business, or that of Eton College;
  2. the link does not falsely imply or suggest that we, or Eton College endorse, approve of or are associated with the linked website, its webpages or any of its contents;
  3. the content of the website in which you are linking must comply in all respects with the prohibitions in clause 8.4; and
  4. framing of the Sites on any other website is not allowed and you must not provide access to the Sites or part of them under any other URL.
2. We may withdraw your right to link to the Sites without notice and at any time, acting in our sole discretion. On certain parts of the Sites you may be able to include links to third party websites. Subject to these Terms you may only include links on the Sites to third party websites or webpages if:
  1. the content of or linking to such third party websites or webpages does not breach any of the provisions set out in clause 6.8.1;
  2. the terms of use of such websites or webpages allow such linking;
  3. links are clearly and visibly marked as such;
  4. the content of any linked website or webpages are relevant and clearly related to the EtonX Content to which it is linked; and
  5. the link will not result in any automatic download.

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## 7. **INTELLECTUAL PROPERTY**

1. The Services are owned and operated by EtonX and its licensors.
2. We regularly update the Services. We therefore reserve the right at any time to modify or discontinue, temporarily or permanently, any part of the Services, with or without notice to you.
3. Where the Sites contain links to other websites, webpages, resources, or mobile services which are proprietary to third parties, other Users, advertisers or sponsors, such websites, webpages, resources and mobile services are provided for your



information only and you access them at your own risk. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. We are not liable or responsible for the content or operation of third party websites, webpages, resources or mobile services. You should read any applicable terms and conditions and privacy policies.

4. All EtonX Content is the property of EtonX, its affiliates or licensors and is protected by copyright, patent and other proprietary intellectual property rights under law.
5. The Marks are the property of Eton College or EtonX and are protected by law. All other trade marks, service marks and logos used on the Services, with or without attribution, are the trade marks, service marks or logos of their respective owners.
6. From time to time, EtonX may include software, code, instructions, or other such information in the EtonX Content; any such information is provided on an “as-is” basis for instructional purposes only. Any use of such information for commercial purposes is strictly prohibited.
7. EtonX, its affiliates and licensors reserve all rights not expressly granted in these Terms to the Services and Marks.
8. You may not:
  1. publish or use EtonX’s or Eton College’s branding or logos without our prior written permission;
  2. use the Service for any purpose other than as described in these Terms;
  3. copy or reproduce the Service;
  4. sell, assign, license, disclose, distribute or otherwise transfer or make available the Service or any copies of the Service in any form to any third parties without our prior written permission;
  5. remove or alter any Marks on the Service;
  6. copy, sell, re-sell, display, reproduce, publish, transmit, modify, create derivative works from, transfer, distribute or otherwise commercially exploit in any manner the Services without our prior written permission; or
  7. alter, reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate the Services.
9. Subject to your compliance with these Terms, EtonX hereby grants you a freely revocable, worldwide, non-exclusive, non-transferable, non-sublicensable limited right and licence to access, internally use and display the Services at your location solely as necessary to participate in the Courses as permitted.
10. You must abide by all copyright notices or restrictions contained on the Sites or the EtonX Content. You may not delete any attributions, legal or proprietary notices on the Sites or the EtonX Content.

11. You understand and agree that you shall only use the Service in a manner that complies with any and all applicable laws in the jurisdictions in which you use the Service. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

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## 8. USER CONTENT AND BEHAVIOUR ON THE SITES

1. You agree that you are solely responsible for the public posting, uploading and submitting of User Content.
2. By uploading or submitting User Content, you warrant and represent that you are the sole owner of all propriety rights in the User Content. If the User Content includes any material propriety to a third party, you warrant that you have obtained the permission of such third-party owners to use their material.
3. You acknowledge that EtonX and its contractors will monitor User Content and that we reserve the right to edit, remove or delete any User Content on the Site that breaches the Terms or is deemed unacceptable in EtonX's discretion without notifying you.
4. You agree to use the Service in a diligent, polite and proper manner. In particular, you agree not to use the Service to:
  1. upload or post abusive, threatening, harassing, hateful or offensive content or content that causes harm or offence to others;
  2. upload or post content containing swearing or inflammatory language;
  3. upload or post content containing pornographic, obscene, indecent or unlawful content;
  4. upload or post anything offensive, abusive or illegal to the Course Site or Live Online Classes;
  5. upload or post unauthorised advertising or promotional material, 'spam', 'junk mail', 'chain letters', or any other form of unsolicited material to the Course Site or Live Online Classes;
  6. upload or post any file that contains Viruses;
  7. impersonate any other person or identity; and
  8. collect or store personal data about other Users.
5. EtonX is not responsible for the content of messages sent by Users within the Services, or, to other Users that they have managed to locate or find outside the Course Site or Live Online Classes.
6. EtonX does not claim ownership of User Content. By posting, uploading and submitting User Content, you grant EtonX permission to reproduce, modify, adapt and publish such User Content for the sole purpose of promoting and providing the Service. You also grant EtonX the right to pass this permission on to other Users of

the Service and to EtonX suppliers for the sole purpose of promoting and providing the Service.

7. EtonX has the right to disclose your identity to any third party who is claiming that any of your User Content constitutes a breach of their intellectual property rights, or of their right to privacy.
8. You are solely responsible for securing and backing up your User Content.
9. You hereby waive all your moral rights in your User Content to the maximum extent permitted by applicable law. You warrant and represent that all other moral rights in your User Content have been waived to the maximum extent permitted by applicable law.

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## 9. VIRUSES

1. We do not guarantee that the Sites will be secure or free from Viruses.
2. You are responsible for configuring your information technology, computer programmes and platform to access the Sites. You should use your own Virus protection software.
3. You must not misuse the Sites by knowingly introducing Viruses. You must not attempt to gain unauthorised access to the Sites, the server on which the Sites are stored, or any server, computer or database connected to the Sites. You must not attack the Sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Services will cease immediately.

## 10. ONLINE CODE OF CONDUCT

### 1. Students

1. By signing up to and enrolling on a Course with Live Online Classes, Students agree to:
  1. help to establish and maintain a positive and supportive online learning environment;
  2. treat all other Students and Tutors and their opinions with respect, cultural sensitivity and politeness;
  3. be responsive and participate to the best of their ability;
  4. complete all tasks and assignments on their own, unless it is a collaborative group task;
  5. complete all self-study tasks required of them on time;

6. stick to topics related to the course during Live Online Classes and in discussion forums as their participation and conduct in discussion forums is monitored and assessed by EtonX;
  7. be on time for all Live Online Classes and let EtonX know if they cannot attend a class for any reason by emailing [support@etonx.com](mailto:support@etonx.com);
  8. communicate only in English at all times;
  9. be supportive and constructive when offering feedback to other Students in collaborative group tasks;
  10. turn off or keep their mobile phone on silent during Live Online Classes so as to not distract the rest of the group;
  11. dress appropriately (as they would if they were going to an event at their School);
  12. attend all Live Online Classes from a suitable and appropriate location, such as a shared family room or classroom (not in a loud public location such as a coffee shop or on a train);
  13. share any concern that they have about another Student with their Tutor and let their Tutor know immediately if they feel unsafe in Live Online Classes;
  14. share any concern that they have about their Tutor with EtonX by following the relevant procedure in the [Safeguarding Policy](#); and
  15. let EtonX contact their: Parent, teacher, School; the emergency contact for the closest British Embassy or social services in the United Kingdom: as appropriate and in accordance with the [Safeguarding Policy](#) if EtonX has concerns about the Student's welfare or safety;
2. By signing up to and enrolling on a Course with Live Online Classes, Students agree not to:
1. share sensitive personal information including any form of contact details with other course members and their Tutor;
  2. use racist, sexist, homophobic, abusive terms, swear words or language that may cause offence in Live Online Classes or on the Course Site;
  3. attempt to contact their Tutor except through the Course Site and Live Online Classes and to report any attempted contact by their Tutor immediately to the EtonX Designated Safeguarding Lead, Catherine Whitaker by calling +44 (0)20 3861 8528 or emailing [catherine@etonx.com](mailto:catherine@etonx.com);
  4. contact other Users outside of the Course Site or Live Online Classes;

5. post or upload anything off-topic, offensive, abusive or illegal to the Course Site or Live Online Classes;
6. post or upload inappropriate messages, content, unauthorised advertising, promotional material or spam to the discussion forums, Course Site or Live Online Classes; or
7. abuse our [Safeguarding Policy](#) features, for example by making false allegations.

## 2. Tutors

1. By tutoring for EtonX, Tutors agree to:
  1. treat all Students and their opinions with respect, cultural sensitivity and politeness;
  2. be professional and maintain professional boundaries at all times;
  3. show up punctually and be prepared for all Live Online Classes;
  4. dress appropriately during Live Online Classes;
  5. conduct Live Online Classes from a suitable and appropriate location (not a public location or their bedroom);
  6. let EtonX know immediately if a Student attempts to contact them outside of the Course Site and Live Online Classes;
  7. let EtonX know about any concerns they might have about individual Student performance, safety and wellbeing by following the relevant safeguarding procedure in the [Safeguarding Policy](#) and escalating any incidents as necessary; and
  8. comply with and follow the policies and procedures set out in EtonX's [Safeguarding Policy](#).
2. By tutoring for EtonX, Tutors agree not to:
  1. miss Live Online Classes unless it is outside of their control. In unavoidable circumstances, they will let EtonX know with more than 24 hours' notice, by emailing [support@etonx.com](mailto:support@etonx.com);
  2. contact Students using the private messaging function in the Live Online Classes unless strictly necessary;
  3. attempt to contact Students outside of the Course Site or Live Online Classes at any time;
  4. share sensitive personal information or any form of contact details with Students, be this through their Tutor profile or anywhere else; and
  5. share files with Students that have not been pre-approved by EtonX.

## 11. MONITORING

1. All Live Online Classes are recorded by EtonX for safeguarding and quality control. All messages sent in Live Online Classes (including private messages) are saved and a record of the chat log is made available to EtonX after Live Online Classes. A record of all files and links shared during Live Online Classes is also stored and monitored by EtonX. This deters and regulates file sharing between Tutors and Students.
2. For more information on recordings, chat and file logs and what we do with them, please see our [Safeguarding Policy](#).
3. If any User is found to be using the Service in a manner that is inconsistent with the Online Code of Conduct, EtonX reserves the right to deactivate or terminate their User Account without delay.

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## 12. DATA PROTECTION POLICY

At EtonX we take your privacy very seriously and will only use your personal information as stated here in our [Privacy Policy](#).

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## 13. SAFEGUARDING

1. EtonX fully recognises its moral and statutory responsibility to safeguard and promote the personal safety and welfare of all children and young people who have a User Account or are enrolled on a Course.
2. EtonX employs a safer recruitment policy for all EtonX staff as well as a safer [Tutor Recruitment Policy](#).
3. All persons using the Service have a responsibility and duty to familiarise themselves with the EtonX [Safeguarding Policy](#).

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## 14. SPECIFIC OBLIGATIONS OF PARENTS AND SCHOOLS

Parents shall ensure the following if the Student is under 18: and

1. Schools shall also ensure the following if the Student is under 18 and the School has facilitated the Student's participation in the Course: they are fully aware of the EtonX [Safeguarding Policy](#) and the [Online Code of Conduct for Students](#);
2. the Student is fully aware of the EtonX [Safeguarding Policy](#) and the [Online Code of Conduct for Students](#);
3. the environment in which the Student is participating in Live Online Classes is safe and appropriate;
4. they are present or available for the duration of a Live Online Class, if they consider it appropriate;
5. the Student does not communicate with the Tutor or their peers outside of the Course Site or Live Online Classes;

6. the Student does not share their personal contact details with their Tutor or their peers in the Course Site or Live Online Classes;
7. they are aware that EtonX might contact them in the event that there is a concern with regards to the safety and wellbeing of the Student, and, if the Parent, teacher or School representative is not available, agree that EtonX may need to contact the emergency contact for the closest British Embassy or social services if the Student is in the United Kingdom in accordance with the [Safeguarding Policy](#);
8. they are aware that EtonX may need to contact the Student's Parents or School, as appropriate, to notify them of a concern raised by a Tutor about the Student being at risk of harm; and
9. they are aware that all Live Online Classes will be recorded and will be available for review by EtonX on an ad hoc basis.

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#### 15. MAINTENANCE AND DOWNTIME

You acknowledge and agree that from time to time we may need to:

1. fix defects and errors in the Sites;
2. install updates and undertake general diagnosis and maintenance of the Sites; and
3. undertake emergency maintenance and/or suspend access to the servers;

and that as a result the Sites may be less accessible or unavailable to you from time to time.

#### 16. INDEMNITY

You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly from: (i) third party claims arising out of (A) your use of the Service or (B) any breach by you of any provision of these Terms (ii) your breach of clause 8.4; (iii) your use of our Marks (iv) the introduction by you of a Virus to our Service and (v) any offence by you under the Computer Misuse Act 1990 in relation to our Service.

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#### 17. LIMITATION OF LIABILITY

1. Nothing in these Terms will:
  1. limit or exclude any liability for death or personal injury resulting from negligence;
  2. limit or exclude any liability for fraud or fraudulent misrepresentation;
  3. limit any liabilities in any way that is not permitted under applicable law; or
  4. exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these Terms, except to the extent permitted by law.

2. The limitations and exclusions of liability set out in this clause 17 and elsewhere in these Terms:
  1. are subject to clause 17.1; and
  2. govern all liabilities arising under these Terms or relating to the subject matter of these Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms.
3. To the extent that the Services are provided free of charge, we will not be liable for any loss or damage of any nature.
4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
6. We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these Terms as a consumer, this clause 17.6 shall not apply.
7. We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these Terms as a consumer, this clause 17.7 shall not apply.
8. You acknowledge that we are a limited liability entity. You accept that we have an interest in limiting the personal liability of our officers and employees. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Services or these Terms (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
9. Our aggregate liability to you in respect of any contract to provide services to you or any Student nominated by you under these Terms shall not exceed twice the total amount paid and payable to us under such contract.

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## 18. TERMINATION OF SERVICE

1. We may terminate your use of the Service at any time, with or without notice.
2. We may terminate your use of the Service immediately without notice for any breach by you of these Terms or any of EtonX's applicable policies, as posted on the Sites from time to time.
3. We may discontinue offering any Course at any time.



4. You may terminate your use of the Service at any time, either by ceasing to access it, or by contacting us at [support@etonx.com](mailto:support@etonx.com). We have no obligation to retain any of your User Account information or User Content for any period of time beyond what may be required by applicable law.
  5. Upon termination, you must cease all use of the Service.
  6. Any accrued rights to payment and all representations and warranties shall survive termination.
  7. We will only pay you a refund as described in clauses 22.4 to 22.7 inclusive.
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#### **19. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

1. These Terms are governed by the law of England and Wales.
  2. You may only bring legal proceedings in respect of the Service in the courts of England and Wales.
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#### **20. ALTERNATIVE DISPUTE RESOLUTION**

1. If you have a complaint, please tell us at [hello@etonx.com](mailto:hello@etonx.com) and we will try and resolve it.
  2. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact [European Commission Online Dispute Resolution](#) platform to resolve it.
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#### **21. GENERAL**

1. We may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these Terms. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.
2. If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
3. Except for the rights of EtonX's licensors including Eton College, set out in these Terms, these Terms are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under these Terms is not subject to the consent of any third party.

4. Subject to clause 17.1, these Terms, together with the EtonX [Safeguarding Policy](#), Tutor Recruitment Policy Student Minimum Requirements and Privacy Policy, shall constitute the entire agreement between you and us in relation to your use of the Services and shall supersede all previous agreements between you and us in relation to your use of the Services.
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Part B – Applies only to users who buy courses from EtonX directly (excluding those who have a separate written agreement with EtonX for the purchase of courses). Part B does not apply to Users who buy Courses from third parties such as distributors. Part B does apply to Users who buy Courses from EtonX via an agent of EtonX.

## **22. PAYMENT**

### **1. Pricing**

1. To purchase a Course, you must pay the applicable price after you have registered for a User Account on the Course Site. The contract between us for the supply of the Course shall come into force when we provide you, or any Student nominated by you, with access to all or part of those Course materials. The price of Courses is determined by EtonX. You agree to pay us the full fees in cleared funds prior to the start of the Course.
2. Unless otherwise stated, all course fees are quoted in US dollars (\$).
3. Due to different local taxes, we may choose to levy a charge to cover local taxes applicable to your country.
4. We may choose to levy a charge to cover transaction fees levied by your card provider.
5. Our Courses are offered at the prices set out on the Marketing Site.

### **2. Promotions**

1. From time to time, EtonX will offer promotions on Courses, at its discretion. If you access pre-paid, gift, promotional or sponsored products or services for any Course, we will take the payment at the discount rate offered by EtonX and not the retail price of the Course shown on the Marketing Site.
2. If one Student receives a discount, it does not entitle any other Student to receive the same discount.
3. Discounts, free access to Courses and other promotions are time dependent and can be offered on a bespoke, Student-by-Student basis, at the discretion of EtonX.
4. We reserve the right to not offer the same prices to all our Students.
5. You therefore accept that Students on the same Course as you may have paid a different price to the price paid by you, or may not have paid at all for the Course.
6. We reserve the right to vary our prices in different territories.

7. We reserve the right to vary our pricing for future customers to the Service.
8. We reserve our right to offer additional services or content at any time for free or at a charge to a segment of our Users where we deem it to be commercially appropriate, without notifying all Users.
9. In the unlikely event of an administrative error resulting in an incorrect price being displayed on a Site, we reserve the right to correct the price.
10. We reserve the right to withdraw a promotion or change any of the terms (including the availability and end date) of a promotion at any time without notice to you.

### **3. Payment Terms**

1. We reserve the right to limit the purchase and sales of the Service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.
2. Payment can be made using debit and credit cards only. We are unable to accept cash, bank transfers or cheques. You will be required to set up an account through the Site using either a debit or credit card. Where your payment cannot be processed by our payment processing provider, we reserve the right to limit our services to you until the payment is settled.
3. Your card details will be protected at all times in accordance with good industry practice. Payments are processed directly through a secure system via our payment services provider, Stripe.
4. If you have asked Stripe to remember your debit or credit card details in readiness for your next purchase, they will securely store your payment details on their system. These details will be fully encrypted and only be used to process transactions which you have authorised.
5. Authority for payment must be given at the time of placing your order. The cost of your purchase using Stripe includes a transaction fee that is payable to Stripe. For more details see this link: <https://stripe.com/gb/pricing>.
6. If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
7. If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
  1. an amount equal to the amount of the charge-back;
  2. all third party expenses incurred by us in relation to the charge-back (including charges made by our bank or your or our payment processor or card issuer);
  3. an administration fee of US\$ 25.00 including VAT; and

4. all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this clause 22.3.7 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this clause 22.3.7.

8. If you owe us any amount under or relating to these Terms, we may suspend or withdraw the provision of Services to you.
9. We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

#### 4. Consumer Refund Policy

1. This clause 22.4 applies if and only if you offer to contract directly with us, or contract directly with us, as a consumer – that is, as an individual acting wholly or mainly outside your trade, business, craft or profession. As with all of Part B, it does not apply if you buy a Course from a third party such as a distributor.
2. You may withdraw an offer to enter into a contract with us through the Course Site, or cancel a contract entered into with us through the Course Site, at any time within the period
  1. beginning upon the submission of your offer; and
  2. ending at the end of 14 days after the day on which the contract is entered into,

subject to clause 22.4.3, you do not have to give any reason for your withdrawal or cancellation.

3. You want us to begin the provision of services before the expiry of the period referred to in clause 22.4.2 and you acknowledge that, if we do begin the provision of services before the end of that period, then:
  1. if the services are fully performed, you will lose the right to cancel referred to in clause 22.4.2;
  2. if the services are partially performed at the time of cancellation, you must pay to us an amount proportionate to the services supplied or we may deduct such amount from any refund due to you in accordance with this clause 22.4.
4. In order to withdraw an offer to contract or cancel a contract on the basis described in this clause 22.4, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form [here](#). To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

5. If you withdraw an offer to contract, or cancel a contract, on the basis described in this clause 22.4, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this clause 22.4.

**5. Course Cancellation refund**

If we cancel a Course before it is completed we will pay you a refund proportionate to the incomplete part of the Course. For example, if we cancel a 7 week Course 3 weeks before it is complete, we will refund you 3/7 of the price.

**6. Other Refund Rights**

We will offer you a full refund and our contract for the supply of such Course will be void (meaning neither of us will have any further rights in relation to such a void contract) if:

1. you do not meet the Student Minimum Requirements of a Course with Live Online Classes participation (click [here](#) to read them); or
2. within four weeks of receipt of payment, we cannot find an appropriate matching time slot for any group Live Online Classes for your Course.

However, we will not pay you any refund if we end your Course participation because you have breached these Terms or if the content of your application for the Course was inaccurate with respect to the Student Minimum Requirements.

**7. Refund Process**

1. We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
2. We will process the refund due to you without undue delay and, in the case of cancellation by you under clause 22.4, within the period of 14 days after the day on which we are informed of the cancellation.