

Study Politics
Terms and Conditions
Last Updated: 16th July 2021

1. ABOUT US AND OUR SERVICE

1.1. Study Politics (“we”, “our”, “Study Politics”) is an online educational website that provides resources, case studies and tutoring services targeted at A-Level students.

1.2. We operate the Website studypolitics.co.uk and their related subdomains (referred to collectively here as “the Website”). Our provision, management and administration of the Website and of any content included therein, including the provision of content and other services to members (as defined in clause 5 below), are referred to in these terms as “the Services”.

1.3. To contact us, please email us at hello@studypolitics.co.uk

2. ABOUT THESE TERMS OF SERVICE

2.1. Please read these terms of service (“the Terms of Service”) carefully before participating in, accessing or using any of the Services. The Terms of Service apply to the Services. By using the Services, you acknowledge that you have read the Terms of Service and agree that the Terms of Service constitute a binding legal agreement between the user (“you”) and Study Politics. If you do not agree with the Terms of Service, you must not use the Services.

2.2. Please read our privacy policy (“the Privacy Policy”) which you can find at <https://www.studypolitics.co.uk/privacy-policy/>. By using the Services you acknowledge that you have read the Privacy Policy and agree to its terms. If you do not agree with the Privacy Policy, you must not use the Services.

2.3. Your attention is particularly drawn to clauses 4.1 to 4.8 (warnings regarding scope of the Services).

2.4. The Terms of Service and any dispute arising out of or in connection with the Terms of Service are governed by the laws of England and are subject to the exclusive jurisdiction of the courts of England.

3. AGE RESTRICTION

3.1. If you are under 13:

3.1.1. please do not use the Services; and

3.1.2. please do not attempt to register for membership (see clause 5 below) or send any information about yourself to Study Politics, including your name, address, telephone number, or email address.

3.2. If it comes to our attention that we have unknowingly gathered information from a person under the age of 13, we will delete that information immediately.

4. HOW TO USE THE SERVICES

Warnings regarding the scope of the Services

4.1. The Services, including the content of the Website, are intended for educational and entertainment purposes only. The Services are not intended to, and do not, constitute legal, professional, medical, psychological, therapeutic or healthcare advice or diagnosis or counselling, and may not be used for such purposes.

4.2. Study Politics does not represent or warrant or otherwise agree that the Services will be uninterrupted, error-free, reliable or timely, that defects will be corrected, or that the Services or any relevant server are free of viruses or other harmful components.

4.3. Study Politics does not guarantee that videos or files available for viewing through the Website will be free of contaminating or damaging code such as viruses, trap doors and the like.

4.4. Study Politics does not endorse content, nor warrant the accuracy, completeness, correctness, timeliness or usefulness of any opinions, advice, content, services, or merchandise provided through the Website or on the internet generally.

4.5. Study Politics does not make or provide any guarantee, representation, warranty or any other agreement of any kind, whether express or implied, whether written or oral, that the information and/or any services provided on or through the Website are valid, accurate, correct, complete, exhaustive of any given subject matter or fit for any particular purpose. It is extremely important that you check the information provided and requirements published by any relevant exam board(s) and school(s) in order to ensure the accuracy, validity, completeness, exhaustiveness and fitness for any particular purpose of the information appearing on or any services provided by the Website. You rely on all and any such content and/or services strictly at your own risk.

4.6. Any answers or solutions provided on the Website (including model answers or videos) constitute Study Politics' interpretation of an answer

and/or mark scheme for a given question. However, those answers and/or solutions are not and are not held out as being the correct or absolute answer to that question. There may be scope for a range of other answers or responses to that question.

4.7. Study Politics is not liable or responsible in any way if you (or your student(s) or child/children where relevant) incorrectly answer a question in an assignment, exam or any form of formal testing administered by a school or exam board by using a method or procedure featured on the Website, including methods or procedures which do not correspond to the methods or procedures taught at the relevant student's school (or equivalent educational facility).

4.8. Study Politics does not in any way guarantee any outcome in formal or informal academic testing.

Restrictions on use

4.9. When using the Website and the Services you agree not to:

4.9.1. Modify, download, reproduce, copy or resell any material which is featured on the Website, the Website's content or any other service offered by Study Politics unless explicit consent is given on the relevant webpage.

4.9.2. Commercially use the Services, the Website, the content or any portion derivative thereof.

4.9.3. Bypass any measure put in place to prevent or restrict access to any portion of the Website or any other service operated, owned and managed by Study Politics.

4.9.4. Interfere with or damage in any way the operation of the Website, by any means, including uploading viruses, adware, spyware, worms, or other malicious code.

4.9.5. Use any robot, spider, data miner, crawler, scraper or other automated means to access the Website to collect information from or otherwise interact with the Website.

4.9.6. Reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Website, Study Politics' Facebook page or any related webhosted service administered, managed and owned by Study Politics. The sole exception to this prohibition is where such activity is expressly permitted by applicable law.

4.9.7. Use the Website, Facebook or any other related service unlawfully, which could damage, disable or impair the Website.

4.9.8. Use the Website for any illegal purpose, or in violation of any local, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy.

4.9.9. Collect contact information from the Website, Facebook or any other related service administered, managed and owned by Study Politics for the purpose of sending emails, unwarranted messages or for the benefit of any third party.

4.9.10. Modify or create derivatives of any part of the Website, Facebook or any other service administered, managed and owned by Study Politics.

4.9.11. Post, upload or distribute any defamatory, slanderous or inaccurate user content or any other form of content.

4.9.12. Post, upload or distribute any user content that is unlawful, offensive, pornographic, harassing, threatening, racist, hateful or otherwise inappropriate.

4.9.13. Impersonate any person or entity, falsely state or otherwise misrepresent yourself and your age, or create a false identity on the Website, Study Politics' Facebook page or any other service.

4.9.14. Use or attempt to use another member's account. Under no circumstances will this be permitted.

4.9.14A. Log into the Website on more than one device at any given time.

4.9.15. Delete, remove or obscure any copyright or other proprietary notices on the Website, Facebook or any other service.

4.9.16. Upload, post, transmit or otherwise make available any unsolicited offers, advertisements, proposals or send junk mail or spam to other users of the Website. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

4.9.17. Upload, post, transmit, share, store or otherwise make publicly available any private information of any third party, including addresses, phone number, email addresses, credit card numbers etc.

4.9.18. Solicit personal information from anyone under 18 or solicit passwords or personal information for commercial or unlawful purposes.

4.9.19. Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, viruses, malware, bots, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

4.9.20. Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.

4.9.21. Upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Study Politics, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or Study Politics' Facebook page, or which may expose Study Politics or its users to any harm or liability of any type.

5. MEMBERSHIP

Registration

5.1. A certain percentage of the content on the Website is available for free viewing without requiring any form of membership.

5.2. To access additional content, you will be required to register as a member ("Member") with the Website and to purchase a membership ("Membership"). Study Politics grants Members a licence to access certain content on the Website, depending on the precise terms of their Membership (see below).

5.3. In order to register you will be required to provide certain information, including your full name and email address.

5.4. The information you provide must be true, accurate, current and complete. If the original information provided upon initial sign-up changes after this time, it is your obligation to update and correct it. If any information provided by you is not true, accurate, current or complete, Study Politics maintains the right to terminate your Membership and refuse any current or future access or use of the Website.

5.5. When selecting a password, for your own security you should choose a combination of lower case, uppercase, number and symbols (for example, AbCd3f&). Please ensure you select a password unique for your Study Politics account. Avoid choosing obvious words or dates such as a

nickname or your birth date. Please exercise maximum caution to keep your username and password confidential and log-off from the Website when your session is complete to prevent unauthorised access to your information. If your username or password is subject to unauthorised access, you should immediately inform Study Politics. An automatic password reset facility is available on the Website for all users.

5.6. Once Study Politics has received your information, you will be sent a confirmation email confirming that you are a Member of the Website. You will have your own Member's account, with an account management page, which will contain details of any Membership(s) that you have purchased and your account settings.

5.7. For security purposes, each Member's account can only be accessed on one device at a time. As explained in clause 5.15.2 below, we are able to monitor all Members' usage of the Website and we do not permit Members to share their login details. If you have been logged out of your account, please check that you are not logged in on any other device and that you have not shared your login details with anyone else.

Charges and Payment

5.8. To access the Members' section of Study Politics, a user must purchase Membership.

5.9. Study Politics reserves the right to make any changes at any time to the amount, structure or timing of any charges and/or payments for any of the Services.

5.10. You will be billed in advance on a recurring and periodic basis (referred to as a "Billing Cycle"). Billing Cycles are set either on a monthly, three-monthly, annual or biennial basis, depending on the type of subscription plan you select when purchasing a Subscription.

5.11. At the end of each Billing Cycle, your Subscription will automatically renew under the same conditions unless you cancel it or unless Study Politics cancels it. You may cancel your Subscription renewal either through your account management page or by contacting Study Politics directly.

5.12. A valid payment method, including credit card or debit card, is required to process the payment for your Subscription. You shall provide Study Politics with accurate and complete billing information including your full name and details of a valid payment method. By submitting such payment information, you automatically authorise Study Politics to charge all Subscription fees incurred through your account to any such payment instruments.

Termination and suspension

5.13. Study Politics may terminate or suspend with immediate effect and without notice your access to and use of the Services as a Member, for any reason, and, in particular if we:

5.13.1. do not receive payment;

5.13.2. believe you have shared your account with another student, person or entity (Study Politics is able to monitor your usage of the Services and will use this information to draw a conclusion as to whether you have shared your account details);

5.13.2A. believe that you have logged into the Website on more than five devices within a given 30-day period;

5.13.3. believe that you have breached any of the Terms of Service;

5.13.4. are unable to verify the accuracy or validity of any information provided by you; or

5.13.5. suspect fraudulent, abusive or illegal activity by you.

5.14. Study Politics may come to a conclusion which will result in termination or suspension even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion proves not to be well-founded.

5.15. At any point, if Study Politics deems user conduct to be unsuitable, we may, of its own volition, choose to terminate any licence or permission previously granted to a user.

5.16. You may cancel your Membership at any time but under no circumstances will Study Politics provide a refund of any payment(s) (see clause 12 below).

6. THIRD PARTIES

6.1. Study Politics is not associated with and is not an agent of any third party, including any party named or linked on the Website, and therefore does not have any authority as regards such third parties.

6.2. Study Politics maintains no jurisdiction over, endorsement, responsibility or liability for any content, products, advertising or other resources available from any third party.

6.3. By agreeing to the Terms of Service, you agree that Study Politics (and our employees) have no liability to you in relation to any dispute you may have with any third party.

6.4. Study Politics is an online resource and acts solely and entirely independently from any exam board, including any exam board mentioned on the Website. Study Politics and the exam boards (whether or not mentioned on the Website) share no formal contract, affiliation, endorsement or association with each other. In no way do any of the exam boards manage, check or engage in any quality control in respect of any of the Services, including any the content available on the Website. As explained in clause 4 above, reliance on the Services, including any information appearing on the Website, is strictly at your own risk.

7. COPYRIGHT

7.1. By agreeing to the Terms of Service, you acknowledge that all of the content and information provided on the Website and/or through the Services, or contained in any advertisements, sponsorships, or presented to you by Study Politics, is protected by relevant copyrights, trademarks, service marks, patents, or other proprietary rights and laws. This applies to all the content and information, including but not limited to text, software, music, sound, photographs, graphics, video or other material featured on the Website.

7.2. Except as explicitly authorised by Study Politics, you agree not to copy, reproduce, download, modify, translate, publish, broadcast, transmit, distribute, publish, edit, adapt, upload, share, display, license, sell or otherwise exploit for any purposes whatsoever any content featured on the Website.

7.3. Study Politics reserves all relevant rights to the content on the Website not expressly granted in the Terms of Service.

8. LIMITATION OF LIABILITIES

8.1. To the fullest extent permitted by the applicable laws Study Politics, on its own behalf and on behalf of its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and suppliers, exclude and disclaim liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to loss of business, profits, data, use, revenue or other economic advantage, claims of third parties, arising out of or in connection with the Services, or any linked services or websites, even if advised of the possibility of such damages. This limitation of liability applies whether the alleged

liability is based on contract, tort (including negligence) strict liability or any other basis.

8.2. The limitations set out in clause 8.1 above are fundamental to the bargain between us and you. The Services would not be provided without such limitations.

8.3. Study Politics' liability, and/or the liability of our parents, subsidiaries, officers, directors, employees, and suppliers, to you or any third parties, will not, in any circumstances, exceed the amount of any charges and/or payments that you make to Study Politics in the 12 months prior to the action or event giving rise to the liability.

8.4. You and Study Politics agree that any cause of action arising out of or related to the Services must commence within 6 months after the cause of action arose (except for causes of action arising out of users' responsibilities described in clause 10 below); otherwise, such cause of action is permanently barred.

9. AMENDMENT OF THE TERMS OF SERVICE

9.1. Study Politics reserves the right, at our discretion, to change, modify, add or remove the whole or part of the Terms of Service at any time.

9.2. In the event that the Terms of Service are altered, Study Politics will post the amended terms on the Website and changes will apply from the date of posting.

9.3. If, after the Terms of Service and/or the Privacy Policy have been altered, you do not agree to their terms, you must stop using the Website.

10. SITE MAINTENANCE AND ALTERATION

10.1. Whilst Study Politics will try to provide you with uninterrupted access to the Website and the Services, we may need to withdraw, modify, discontinue or temporarily or permanently suspend one or more aspects of the Website, e.g. if Study Politics or its hosting provider is experiencing technical difficulties. However, Study Politics will try, wherever possible, to give reasonable notice of its intention to do so.

10.2. Study Politics reserves the right to withhold, remove, alter, amend and/or discard any content on the Website, including content made available to you as a Member, for any reason with or without notice at any time.

11. INDEMNITY

You agree to indemnify Study Politics, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, in relation to any loss, liability, claim, or demand, including reasonable legal fees, arising out of or in connection with your use of the Website and the Services in violation of the Terms of Service and/or arising from a breach of the Terms of Service and/or any breach of any representations and warranties that you make to us and/or if any content that you post on or through the Website causes Study Politics, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, to become liable to any other party.

12. REFUNDS

We do not offer refunds on purchases made through the Website. We provide free samples of content before you purchase a Membership or make a One-time payment in order to help inform your decision to purchase or not.

13. TUTORING

13.1. Study Politics provides online tutoring services to students where available. Interest for tutoring must be indicated by completing the form available on the Website (<https://www.studypolitics.co.uk/tutoring/>).

13.2 All of Study Politics' tutoring services take place on the Microsoft Teams platform. You are responsible for ensuring that the Microsoft Teams application is downloaded and ready to use for each tutoring session.

13.3. Study Politics tutoring sessions are confirmed through direct contact with the tutor by email.

13.4. Tutoring sessions must be paid for upfront by the client. An invoice will be generated when interest has been registered by you.

13.5. Study Politics requires at least 24 hours' notice to cancel or rearrange a tutoring session. Within 24 hours before a tutoring session is due to begin, the tutoring session is non-refundable, and the time is fixed.

13.6. Should you wish to withdraw from future Study Politics tutoring sessions, you must contact Study Politics in writing at least 24 hours before subsequent sessions are due to take place. The tutor will then organise refunding future sessions if applicable.