

Overview

Hello and thank you for choosing Pippop Learning! You should read our terms of use and privacy policy in full below, but we thought that it would be helpful to summarise some of the key points:

Access to the Pippop Learning platform is provided for a fee, and additional fees may be payable for access to certain premium content. We will not charge you any fees without obtaining your consent.

You may cancel your contract with us at any time within the first 14 days. After that 14 day period has expired, you may cancel your contract with us at any time on 30 days' notice.

You own all content that you produce through the Pippop Learning platform, but we may reproduce that content on the platform and for our general marketing purposes.

You are responsible for the operation and use of your Pippop Learning account and must not use any part of the platform in an unlawful or inappropriate manner.

We will collect certain personal data about you in our provision of the Pippop Learning platform but we will never sell that data to third parties. We may also obtain information about your general internet usage through the use of cookies, which we will use to help improve the Pippop Learning platform.

Terms of Use

Introduction

These terms of use apply to your use of the Pippop Learning programme, any of our other programmes, websites, software applications (including any app) and/or services (together, the "**Pippop Service**"), including all content that may be provided through the Pippop Service (the "**Digital Content**").

The Pippop Service is operated and provided by Altitude Education Limited, 1st Floor Thavies Inn House, 3-4 Holborn Circus, London EC1N 2HA ("**we**", "**us**", "**our**"). We may change these terms of use and our below privacy policy at any time by notifying you when you next access the Pippop Service or via email. By continuing to use the Pippop Service after any such notification, you are expressly agreeing to the relevant amendments to the terms of use/privacy policy (as applicable).

By downloading or accessing any element of the Pippop Service, or opening/using your Account (as defined below), you agree to the terms of these terms of use and our privacy policy. In addition, where any element of the Pippop Service is made available to download on a third party platform (for example via the App Store or Google Play), your downloading,

installation and use of that element of the Pippop Service is bound by the terms and conditions of the operator of the relevant platform.

Identity of user

In order to access the Pippop Service, you will need to create an account with us (an “**Account**”) which will require you to provide us with certain registration information (“**Registration Information**”). You represent and warrant to us that any Registration Information that you submit is and shall continue to be true, accurate and complete. Unless we notify you otherwise, you will be able to use the same Account across all elements of the Pippop Service. We will send you an email confirmation when your Account has been opened.

Whilst the Pippop Service is intended to be used by children aged 4 and over, you should only create an Account with us if you are aged 18 or over. If you are under the age of 18 and you wish to create an Account you must get consent from your parent or guardian.

If you are creating an Account on behalf of a school, the provisions of paragraphs 20-21 below apply in addition to the remainder of these terms.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party and must take all reasonable steps to ensure that no unauthorised person shall have access to such information. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

Subscription charges

The Pippop Service is a subscription-service meaning that you are required to pay a periodical fee in advance to obtain access to the Pippop Service. The charges that you are required to pay will vary depending on whether you are accessing the Pippop Service on behalf of a school or as a consumer, and any such charges will be notified to you (and will need to be agreed by you) in advance. You acknowledge and agree that you may be required to pay our subscription fees as well as any additional fees pursuant to paragraph 9(b) below either directly to us or via our nominated third party payment partner(s).

Notwithstanding paragraph 8 above, we may from time to time:

in our absolute discretion, offer you a trial to use the Pippop Service for a specified period without payment, and your use of the Pippop Service during any such period shall be subject to the terms of these terms of use and privacy policy; and/or

seek to charge you an additional fee in order for you to be able to access certain Digital Content. We will notify you in advance of any such fees and will not charge you unless you have provided us with your express consent.

You may cancel your subscription within 14 days after the start date of your first subscription period by emailing us at contact@pippoplearning.com. We will confirm your cancellation by email to you and provide a refund to you of any amounts you have paid in advance, save that (where reasonable to do so) we may elect to deduct a pro-rata amount in respect of any services that you have received prior to the date of cancellation.

Content-related provisions

We, or our licensors, own all rights in the Pippop Service and the Digital Content (other than the User Generated Content (defined below)) including all intellectual property rights.

In consideration of you agreeing to abide by the terms of these terms of use and your grant of the licence in paragraph 13 below, we grant you a non-transferable, non-exclusive licence to use the Pippop Service for your non-commercial use. We reserve all other rights.

You own all rights in the material, data, content, images or information which you submit to us through the Pippop Service (**User Generated Content**). You hereby grant to us an irrevocable, royalty-free, worldwide, assignable, sub-licensable licence to use the User Generated Content in the Pippop Service and for our general marketing purposes, and to incorporate the User Generated Content into the Digital Content, in each case by any means and in any media. You agree that you waive your moral rights to be identified as the author and we may modify any submission that you make. You represent and warrant to us that you: (i) are the owner or licensor of all User Generated Content that you submit through the Pippop Service; and (ii) have the right to grant to us the licence set out in this paragraph 13.

You acknowledge and agree that: (i) we reserve the right to remove or disable access to any User Generated Content at our sole discretion; and (ii) if, in using the Pippop Service, you choose a “make public” (or similar) option in relation to any User Generated Content, that User Generated Content will be available to view by third parties (including via third party platforms).

You agree not to: (i) copy any element of the Pippop Service or Digital Content; (ii) make alterations to, or modifications of, the whole or any part of the Pippop Service, or permit the Pippop Service or any part of it to be combined with, or become incorporated in, any other programs; (iii) use any element of the Pippop Service or Digital Content in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms of use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, in the Pippop Service; (iv) infringe our intellectual property rights or those of any third party in relation to your use of the Pippop Service, including the submission of any User Generated Content; and (v) provide any User Generated Content that is unlawful, defamatory, offensive or otherwise objectionable.

To the extent that the Pippop Service provides a platform for third party applications, websites and services (“**Third Party Applications**”) or links to third party websites (“**Links**”), you acknowledge and agree that we are not responsible for the features or content contained within, or made available to you by, any Third Party Application or Link.

Access to the Pippop Service

Whilst we endeavour to make the Pippop Service available 24 hours a day, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms of use that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.

Access to the Pippop Service or specific Digital Content may be suspended or withdrawn from you personally (or from all users collectively) or otherwise cancelled immediately at any time, and we may impose restrictions on the length and manner of usage of any part of the Pippop Service or the Digital Content for any reason. If we cancel your access to the Pippop Service for any reason other than your breach of these terms of use, we will refund to you any payments that you have made in advance for services not provided to you.

Without prejudice to paragraph 10 above, you may terminate your use of the Pippop Service at any time on 30 days’ notice to us. You shall provide such notice to us at contact@pippoplearning.com.

School-specific provisions

Where you are creating an Account on behalf of a school, you:

represent and warrant to us that you have the full right, title and power to create that account on behalf of the school;

represent and warrant to us that you have the right to submit to us the required Registration Information in relation to parents and their children as well as any other data or information that you submit in relation to those parents/children; and

shall use your reasonable endeavours to procure the compliance by parents/children from your school with these terms of use.

You acknowledge and agree that any subscription you make for a specific school may be limited to a certain number of pupils from that school (as we shall notify to you in advance). Should a school’s usage exceed the stated maximum number of pupils, you may be required to pay to us additional fees.

Liability

The Pippop Service and the Digital Content are provided “as is” and to the extent permitted by law, we exclude all conditions, warranties, representations or other

terms which may apply to the Pippop Service or our Digital Content, whether express or implied.

Nothing in these terms of use shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) our fraudulent misrepresentation; and (iii) any other liability that cannot be excluded or limited by English law. However, to the extent permitted by law: (a) our maximum liability to you (whether in contract, tort, negligence, misrepresentation or under any other legal head of liability) in relation to your use or inability in use or delay in use of any element of the Pippop Service and any Digital Content shall be the fees paid by you for access to the Pippop Service in the 12 months prior to the date that the liability first arose; and (b) we shall not have any liability to you (whether in contract, tort, negligence, misrepresentation or under any other legal head of liability) for any: (aa) indirect or consequential losses, damages, costs or expenses; (bb) loss of profits (whether direct or indirect); (cc) loss of reputation; or (dd) loss of, damage to or corruption of, data; in each case whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses.

General

We process information about you in accordance with our privacy policy set out below. By using the Pippop Service, you consent to such processing and warrant that all data provided by you is accurate.

We do not guarantee that the Pippop Service will be secure or free from bugs or viruses. You must not: (i) misuse the Pippop Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; (ii) attempt to gain unauthorised access to the Pippop Service, the server on which the Pippop Service is stored or any server, computer or database connected to the Pippop Service; or (iii) attack the Pippop Service via a denial-of-service attack or a distributed denial-of service attack

Each paragraph (and sub-paragraph) of these terms of use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect.

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

To contact us, please email: contact@pippoplearning.com.

Privacy Policy

This privacy policy, together with the terms of use set out above, applies to your use of the Pippop Service and the Digital Content (each as defined in the terms of use). This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. For the purpose of the Data Protection Act 1998, the data controller is Altitude Education Limited, 1st Floor Thavies Inn House, 3-4 Holborn Circus, London EC1N 2HA.

Information we may collect from you We may collect and process the following data about you:

Submitted Information: User Generated Content (as defined in the terms of use), Registration Information (as defined in the terms of use) and any other information that you provide by filling in forms on the Pippop Service.

Additional information: if you contact us (for example in relation to a problem with the Pippop Service), we may keep a record of that correspondence. We may also collect and process details of your use of the Pippop Service including, but not limited to, activity relating to your Account (such as time/frequency of log-ins, elements of the Pippop Service accessed and child performance), traffic data, location data, weblogs and other communication data and the resources that you access.

Device information: we may collect information about the device you use to access the Pippop Service or any computer you may use to download or stream a copy of the Pippop Service onto that device, including, where available, the device's or computer's unique device identifiers, operating system, browser type and mobile network information, for system administration.

Log information: when you view content on the Pippop Service, we may automatically collect and store certain information in server logs, including but not limited to internet protocol addresses, internet service provider, clickstream data, browser type and language, viewed and exit pages and date or time stamps.

Where we store your personal data The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (**EEA**). It may also be processed by staff operating outside the EEA who work for us or for one of our partners. These staff may be engaged in the fulfilment of your request, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. All information you provide to us is stored on our servers. Where we have given you (or where you have chosen) a password that enables you to access certain parts of the Pippop Service or Digital Content, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Pippop Service; any

transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Uses made of the information We use information held about you or in relation to the use of your Account in the following ways: (i) for the operation of your Account and the Pippop Service; (ii) for access and use by any school linked to your Account; and (iii) to learn more about our Account holders and users. We will not sell your information to third parties.

Disclosure of your information We may disclose your personal information to third parties: (i) in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; (ii) if Altitude Education Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its users will be one of the transferred assets; (iii) if we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request; (iv) in order to enforce or apply the terms of use or to investigate potential breaches; or (v) to protect the rights, property or safety of Altitude Education Limited, our users or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

IP addresses and cookies We may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve the Pippop Service and to deliver a better and more personalised service. They enable us: (i) to estimate our audience size and usage pattern; (ii) to store information about your preferences, and so allow us to customise the Pippop Service according to your individual interests; (iii) to speed up your searches; and (iv) to recognise you when you return to use the Pippop Service. We use the following types of cookies in relation to the Pippop Service: (a) *Strictly necessary cookies*. These are cookies that are required for the operation of the Pippop Service. They include, for example, cookies that enable you to log into secure areas of our website or app; (b) *Analytical/performance cookies*. They allow us to recognise and count the number of visitors and to see how visitors interact with the Pippop Service when they are using it. This helps us to improve the way the Pippop Service works, for example, by ensuring that users are finding what they are looking for easily; and (c) *Functionality cookies*. These are used to recognise you when you return to use the Pippop Service. This enables us to personalise our content for you and remember your preferences. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of the Pippop Service. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you access the Pippop Service. If you wish to delete cookies you can do so through your browser, and further information on how to do this can be found here: <http://www.aboutcookies.org/DEFAULT.ASPX?page=2>.

Access to information The Data Protection Act 1998 gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Contact Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Altitude Education Limited, 1st Floor Thavies Inn House, 3-4 Holborn Circus, London EC1N 2HA.