

Terms & Conditions: 18/12/2019

PLEASE READ THESE TERMS AND CONDITIONS (**TERMS**) BEFORE USING THE SERVICES (AS DEFINED BELOW). THEY ARE THE RULES AND REQUIREMENTS THAT APPLY TO THE SERVICES. DO NOT PURCHASE A SUBSCRIPTION, REGISTER FOR AN ACCOUNT (AS DEFINED BELOW), OR USE THE SERVICES IF YOU ARE NOT IN AGREEMENT WITH THESE TERMS.

Welcome to Resus Rangers which is owned and operated by Resus Rangers Ltd. By purchasing a subscription to, registering an Account for, or using Resus Rangers, including all of the services provided therein, and any other websites, applications, and online services (**Apps**) that link to these Terms (collectively, the **Services**), you acknowledge that you have read and understand these Terms, and agree to be bound by them. Resus Rangers and Resus Rangers Ltd are collectively referred to as **we, our, us**, or the **Company**. Both these Terms and separate terms of service or sale documents may apply to your use of the Services or to a sweepstakes, service, or product offered via the Services (**Additional Terms**). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

In these Terms, **you** refers to Adult Users (as defined below) of the Services and purchasers of Accounts (as defined below). An **Adult** is a person of legal age who can enter into a contract in the country in which the User resides; by purchasing a subscription to, registering for, or using the Services, you represent and warrant that you are an Adult, and that you will be responsible for ensuring that any child or student authorised by you to use and access the Services does so in accordance with these Terms.

Summary of Key Points

You should read this entire Terms and Conditions and also our Privacy Policy (the terms of which are incorporated into these Terms), but here are some key points:

- By purchasing a subscription to, registering an Account for, or using the Services, you accept these Terms.
- YOU AGREE TO ARBITRATE DISPUTES RATHER THAN GOING TO COURT as set forth in Section 5(B) (Arbitration and Dispute Resolution).
- Your use of the Services is AS IS, without warranty and will result in no liability to us as set forth in Section 6 (Disclaimer of Representations and Warranties) and Section 7 (Limitations of Liability).

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1. Accounts, Passwords, and Payments

A. Accounts Registration. In order to register an account you must be authorised to do so by your school. This account will then be authorised and activated by our Administration Team within one working day.

B. Passwords and Account Access. Every Account has one designated User who must be at least 18 years of age. You are responsible for maintaining the confidentiality of your password and Account information. You agree that:

- (i) You will provide complete and accurate registration information about yourself and any individual you authorise to access your Account and keep your Account information up to date.
- (ii) You are solely responsible for all activities that occur under your Account.
- (iii) You will notify us immediately of any unauthorised Account use.
- (iv) We are in no way responsible for any loss that you may incur as a result of any unauthorised use of your Account and password.
- (v) You will not sell, transfer, or assign your Account or any Account rights.

If we learn that an ineligible User has created an Account, we may seek confirmation of the User's status or deactivate the Account, without notice to the ineligible User.

C. Account Fees. We charge a subscription fee to access the Resus Rangers learning programme. All fees are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. We may offer promotional trial subscriptions to access the Services at special discounted prices. Please note that we do not provide price protection or refunds for existing subscribers in the event of a price drop or promotional offering for new subscribers. Failure to pay any fees may result in your inability to access or use the Services.

- (i) **Subscription Renewal.** By activating your Account, you agree that we may renew your subscription automatically for the same subscription term on the next business day after your previous subscription ends. For example: If you register on February 1 2020, your subscription will automatically renew on February 1 2021, February 1 2022, and so on. You authorise us to charge you for the subscription term, unless you cancel your Account prior to its renewal date through the procedures described in the **Subscription Cancellation** section below.
- (ii) **Subscription Cancellation.** To cancel any subscription and avoid future billing, you may cancel such subscription prior to its renewal date by contacting our Customer Enquiries team. If you contact Enquiries, please know that we endeavour to have customer requests handled within 14 working days; however, we cannot guarantee that your cancellation will be registered within that time period. For all Accounts, you will continue to have access to your Account for the period of time that has been prepaid. Please note that we do not provide full or partial refunds for prepaid sums.

In any event, you will be able to continue to use the Services throughout the remainder of the subscription period for which you have already paid.

2. Services Ownership and License

A. Ownership. As between us and you, the Services (including past, present, and future versions) are owned and controlled by us and their Content is protected by U.K. and international copyright, trademark, trade dress, patent, and other intellectual property rights and laws to the fullest extent possible. **Content** means all text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, and computer code displayed on or available through the Services and the design, structure, selection, coordination, expression, and arrangement of such materials including, without limitation, (i) materials and other items relating to us and our products and services, including, without limitation, all activities, printables, characters, photographs, audio clips, sounds, pictures, videos, and animation; (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including ours (collectively, **Trademarks**); and (iii) other forms of intellectual property.

B. Limited License. Subject to your strict compliance with these Terms, any applicable Additional Terms, and your payment of any applicable subscription fees, we grant you a limited, nonexclusive, revocable, non-assignable and non-transferable license (**License**) to access, display, view, use, play, and/or print one copy (excluding certain printable activities made available through the Services, which indicate that they may be printed multiple times) of the Content on a personal computer, mobile phone or other wireless device, or other internet-enabled device (each, an **Internet Device**) for your personal, non-commercial use only, that is to say, teachers may use Content from the Services for educating their pupils and other Users' use is limited to personal use). The License does not give you any ownership of, or any other intellectual property interest in, any Content or the Services, and you cannot otherwise use the Content or the Services without our express prior written permission. All rights not expressly granted to you are reserved by us and/or our licensors and other third parties. Except as expressly provided in these Terms or with Company's express prior written consent, no part of the Services and no Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, broadcast, sold, licensed or otherwise exploited for any purpose whatsoever. Any unauthorised use of any Content or the Services for any purpose is prohibited.

3. Services and Content Use Restrictions

You agree that you will not:

- (i) Engage in any activities, including, without limitation, the uploading, posting, emailing, or transmitting of User-Generated Content, that:
 - (a) Attempt to or do harm to us, the Services, or any others.
 - (b) Are unlawful, false, inaccurate, misleading, offensive, obscene, lewd, violent, harassing, threatening, abusive, tortious, defamatory, invasive of another's privacy, or are otherwise objectionable to us, in our sole discretion.
 - (c) Violate any right of any third party, including, without limitation, the uploading, posting, emailing, or transmitting of User-Generated Content that violates another person's intellectual property right, right of privacy, right of publicity, trade secret right, or other proprietary right.
- (ii) Reverse engineer, disassemble, or modify any source or object code or any software or other products, services, or processes accessible through the Services, install any software, file, or code on the Services that is not authorised by Company, or attempt to do so.
- (iii) Engage in any activity (other than the use of specific features of the Services, such as Site Timer or Activity Blocker) that interferes with a user's access to the Services or the proper operation of the Services.
- (iv) Access or collect information from the Services using automated means (such as through scripts, robots scrapers, or spiders).
- (v) Use any meta tags or other "hidden text" utilizing any of our Trademarks.
- (vi) Interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on the use of or access to the Services or its Content.
- (vii) Use the Services for commercial or political purposes.
- (viii) Disclose, harvest, or otherwise collect information, including email addresses or other private information about any third party, without that party's express consent.
- (ix) Otherwise violate these Terms, or any Additional Terms, or solicit, encourage, or facilitate anyone else to do so.

4. Linking to and from Our Services

When linking to our Services, you must adhere to the following requirements:

- (i) The link to the Services must not damage, disparage, present false information about or tarnish the goodwill associated with any of our Trademarks, products, services and/or intellectual property.
- (ii) The link to the Services must not create the false appearance that your website and/or organization is sponsored by, endorsed by, affiliated with, or associated with us.
- (iii) With the sole exception of authorised Library Accounts, no one may "frame" the Services or create a browser environment around any of the Content
- (iv) You may not link to the Services from a website that is unlawful, abusive, indecent, or obscene; that promotes violence or illegal acts; that contains expressions of racism; that is libellous, defamatory, scandalous, or

inflammatory; or that we otherwise deem inappropriate in our sole discretion. We reserve the right to prohibit linking to the Services for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above.

5. Governing Law/Jurisdiction

A. Governing Law/Jurisdiction. THESE TERMS, AND ANY ADDITIONAL TERMS, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED KINGDOM, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

B. Arbitration and Dispute Resolution. If any controversy, allegation, or claim arises out of or relates to the Services, these Terms, or any Additional Terms (collectively, **Dispute**), you and we agree to the following resolution process with respect to the Dispute. To most efficiently resolve any Dispute, you and we agree to first discuss the Dispute informally for at least 30 days. To do so, the party who wants to raise the Dispute must first send to the other party a notice that must include (1) a description of the Dispute and (2) a proposed resolution (together, the **Dispute Notice**). If you want to raise a Dispute, you must send your Dispute Notice by certified mail to Basepoint Business Centre, Denton Island, Newhaven, BN9 9BA, and address the Dispute Notice to Resus Rangers Ltd. If we would like to subsequently discuss your Dispute Notice with you, we will contact you by using the contact information included with your Dispute Notice. If we want to raise a Dispute, we will send our Dispute Notice to you at the email address that we have on file for you. If we do not have a valid email address on file for you, we will send our Dispute Notice to you through a means that complies with the service of process rules in the United Kingdom. If you and the Company do not reach an agreed-upon resolution within 30 days of receipt of the Dispute Notice, you and the Company agree that the Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the London Court of International Arbitration (**LCIA**). One or more persons (usually lawyers or professionals in a relevant industry) are appointed as “arbitrators” to decide the dispute. In resolving the Dispute, the arbitrator will consider applicable law, the provisions of these Terms and any Additional Terms, and any facts based upon the record and no other basis, and will issue a reasoned decision. For more information, visit:

<https://www.lcia.org/>

- (i) **Nature, Limitations, and Location of Alternative Dispute Resolution.** In arbitration, as with a court, the arbitrator will resolve the submitted Dispute and can issue a decision consistent with this Section 6. However, WITH ARBITRATION, THERE IS NO JUDGE OR JURY; THE ARBITRATION PROCEEDINGS AND ARBITRATION ARE SUBJECT TO

CERTAIN CONFIDENTIALITY RULES; AND JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the area where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules, but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Section 5 to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered into any court that has jurisdiction over the parties.

(ii) **Small Claims Matters Are Excluded.** Either of us may bring a qualifying claim of Disputes in small claims court.

C. Injunctive Relief. The foregoing provisions of this Section 5 will not apply to any legal action taken by either party to seek an injunction or other equitable relief in conjunction with any intellectual property claim or claim related to unauthorised access to data through the Services (including, but not limited to, claims related to patent, copyright, trademark, and trade secrets, and claims relating to the access or retrieval of data through the Services using an automated process such as scraping).

D. Timing of Claim. To help resolve any issues between you and us promptly and directly, you and the Company agree that any Dispute Notice must be sent, or that any small claims or injunctive relief complaint permitted under this Section 6 must be filed, within one year after the events giving rise to the Dispute arise; otherwise, the Dispute is waived.

E. No Class Actions. You and the Company agree that any Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party.

6. Disclaimer of Representations and Warranties

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR SOLE RISK.

THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, we and our parent

company, affiliates, subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, **Company Parties**), hereby to the maximum extent permissible by applicable law, disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to the following:

- (i) The Services (and their Content).
- (ii) The functions, features, or any other elements on, or made accessible through, the Services.
- (iii) Any products, services, or instructions offered or referenced at or linked through the Services.
- (iv) Whether the Services (and their Content), or the servers that make the Services available, are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Internet Device).
- (v) The specific availability of the Services, and whether any defects in the Services will be repaired, or will be repaired in a particular time frame.
- (vi) Whether your use of the Services is lawful in any particular jurisdiction.

EXCEPTING ONLY AS MAY BE SPECIFICALLY SET FORTH IN ANY ADDITIONAL TERMS, THE COMPANY PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM ERRORS, COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties, so the above disclaimers may not apply to the extent that such jurisdictions' laws are applicable.

7. Limitations of Liability

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- (i) The Services (including the Content and the User-Generated Content).
- (ii) Your use of or inability to use the Services, or the performance of the Services.
- (iii) The failure of a Child to learn or otherwise benefit educationally from their use of the Services.
- (iv) Any action taken in connection with an investigation by Company Parties or law enforcement authorities regarding your access to or use of the Services.

- (v) Any action taken in connection with copyright or other intellectual property owners or other rights owners.
- (vi) Any errors or omissions in the Services' technical operation.
- (vii) Any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, inaccuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Company Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action of contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, force majeure, telecommunications failure, or destruction of the Services).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY PARTIES' TOTAL LIABILITY TO YOU IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS EXCEED THE AMOUNT PAID BY YOU TO US DURING THE PREVIOUS 12 MONTHS FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION.

8. Indemnity

To the maximum extent allowed by law, you agree to indemnify, defend, and hold harmless the Company Parties from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from:

- (i) Your breach or alleged breach of these Terms.
- (ii) Your use of the Services or activities in connection with the Services.
- (iii) Your violation of any law, rule or regulation.
- (iv) Your violation of any third-party rights.

The Company Parties reserve the right to assume, at their sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with the Company Parties in asserting any available defenses. You will not, in any event, settle any claim without our prior written consent.

9. Infringement Policy and Reporting Procedure

In accordance with the Copyright, Designs and Patents Act of 1998 (the **DPA**), our designated agent to receive notices of copyright infringement is our General Counsel, who may be reached by email at enquiries@resusrangers.com, or by postal mail at Basepoint Business Centre, Denton Island, Newhaven, BN9 9BA. If you believe that your material has been posted on, or distributed via, the Services in a way that constitutes copyright infringement, please provide the following information as required by the DPA:

- (i) A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed (the "complaining party").
- (ii) Identification of the copyright work(s) claimed to have been infringed.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material.
- (iv) Information reasonably sufficient to permit us to contact the complaining party.
- (v) A statement that the complaining party (name, address, telephone number, and email address) has a good-faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

The DPA provides that a person who knowingly materially misrepresents that material or an activity is infringing may be subject to liability. We may send the information in the notice from the complaining party to the person who provided the allegedly infringing material.

10. Data Protection: GDPR

In accordance with General Data Protection Regulation (GDPR), personal data shall be:

- (i) Processed lawfully, fairly and in a transparent manner in relation to the data subject.
- (ii) Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- (iii) Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

- (iv) Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.
- (v) Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject.
- (vi) Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

11. Wireless Features

The Services may offer certain features and services that are available to you via your wireless Internet Device (collectively, **Wireless Features**). Your carrier may charge standard messaging, data, and other fees, which may appear on your wireless bill or be deducted from your prepaid balance. Your carrier may prohibit or restrict certain Wireless Features, and certain Wireless Features may be incompatible with your carrier or wireless Internet Device. You agree that as to the Wireless Features for which you are registered, we may send communications to your wireless Internet Device regarding us or other parties. If you have registered via the Services for Wireless Features, then you agree to notify us of any changes to your wireless number (including phone number) and update your Account to reflect the changes.

12. Submission of Feedback

Under certain circumstances, we might ask Users for feedback or ideas as to their experiences with our Services. If you choose to provide us with feedback, you acknowledge and agree:

- (i) That you have no expectation of review, compensation, or consideration of any type for any such feedback or ideas.
- (ii) We will be free to use and exploit such feedback or ideas in our discretion and without compensation or obligation to you.

13. General Provisions

- A. Termination and Suspension.** We reserve the right to discontinue the Services or suspend or terminate your access to it, including any Accounts, at any time, without notice, for any reason and without any obligation to you or any third party. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, or otherwise violates these Terms or any Additional Terms, then we may suspend or terminate your Account or deny you access to all or part of the Services. Any suspension or termination will not affect your obligations to us, including any payment obligations to us, and you will not be entitled to a refund of any payments. Upon suspension or termination of your access to the Services, or upon notice from us, your License to use the Services will terminate immediately.
- B. Communications.** When you communicate with us electronically, such as via a Services communication tool, you consent to receive communications from us electronically. Please note that we will do our best to respond to your inquiry, but it may take us some time. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- C. Operation of Services; International Issues.** We control and operate the Services from our headquarters in New Haven, UK. If you use the Services from other locations, you are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply (for example, any local education regulatory or data privacy laws). You and we disclaim any application of the Convention on Contracts for the International Sale of Goods.
- D. Severability; Interpretation.** If any provision of these Terms, or any Additional Terms, is for any reason deemed unenforceable by a court or arbitrator, you agree that every attempt will be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement will continue in full force and effect. You agree that these Terms, and Additional Terms, will not be construed against us because we drafted them.
- E. Assignment.** We may assign our rights and obligations under these Terms, or any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms, and any Additional Terms, may not be assigned by you, and you may not delegate your duties under them.
- F. No Waiver.** No waiver by us of any of these Terms or any Additional Terms will be of any force or effect unless made in writing and signed by a duly authorised officer of Resus Rangers Ltd.

G. Updates to Terms. We reserve the right to modify these Terms, or any Additional Terms, from time to time in our sole discretion (**Updated Terms**). You agree that any Updated Terms will be effective immediately upon our posting them on the Services and, if you have an Account, either by displaying an alert next to the link to the Terms, displaying an alert upon log in to the Services, or by directly communicating them to you (e.g., via the email address associated with your Account), provided that:

- (i) Any modification to Section 5 related to dispute resolution shall not apply to any Dispute initiated prior to the applicable modification.
- (ii) Any modification to provisions related to fees and billing shall not apply to fees incurred prior to the applicable modification.

If you do not cancel your Subscription to the Services within seven days after receiving notice of Updated Terms as described above, or if you continue to use the Services after receiving notice of Updated Terms, you agree to comply with, and to be bound by, the Updated Terms.

H. Contact Us. Resus Rangers Ltd. is based in the United Kingdom. It is the operator of all of the Services for Consumer and Other Accounts, holds licenses to sell, distribute, and operate the Resus Rangers programme for Schools and Educational Establishments. Questions regarding the Terms and issues related to the Services or your Account should be directed to us via any of the following methods:

Mailing address:

Basepoint Business Centre,
Denton Island, Newhaven, BN9 9BA

Email address:

enquiries@resusrangers.com