

## Terms of Use

### Acknowledgment and Acceptance of General Conditions

This Site is operated by JellyJames Publishing Ltd and DynamoPost14 Online is the product of JellyJames Publishing Ltd.

JellyJames Publishing Ltd may change the Terms of Use at any time by posting changes online. The continued use of this site after changes are posted means that the user agrees to be legally bound by these terms as amended.

### Access Terms

Your access to and use of the Site (collectively, your Access) is conditional on your subscription and acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the Site (General Conditions).

Any pupils, teachers, administrators or tutors (Users) found to be intentionally misusing the site (e.g. hacking or sending fraudulent results) will have their access to the Site revoked. Users must protect their usernames and passwords from unauthorised use.

Users of the site may not use rude or inappropriate words as part of their names.

Users of the Site agree to the JellyJames Publishing Ltd Privacy Policy. By your use of the Site, you consent to the collection, storage, use and dissemination of your personal information in accordance with this Privacy Policy.

JellyJames Publishing Ltd takes seriously the privacy of all who visit our website, including visitors, registrants, subscribers to Puffin Maths Online and their nominated students. We are especially conscious of the need to protect all information concerning children using our services. We are committed to safeguarding the privacy of our students while providing personalised and valuable services.

This Privacy Policy statement explains the data processing practices of JellyJames Publishing Ltd in relation to the provision of Puffin Maths Online to both home and school users. If you have any requests concerning your personal information or any queries with regard to these practices, please contact our Privacy Officer by e-mail at [office@JellyJames.co.uk](mailto:office@JellyJames.co.uk)

### Access to the Site

You may view the Site using your web browser and save an electronic copy, or print out a copy, of parts of this Site solely for your own personal use, information or study only, and maintain without limitation all copyright, trade mark and other proprietary notices.

You must not access or use the Site or the content in any manner or for any purpose which:

- (a) is illegal or prohibited by any laws that apply to you;
- (b) violates our legal rights in any way; or
- (c) is prohibited by the General Conditions.

You must take your own precautions to ensure that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code, or other forms of interference which may damage your own computer system. We do not accept responsibility for any

interference or damage to your own computer system or data which arises in connection with your Access.

You must not use the Content for commercial purposes without first obtaining our express written permission.

### **Anonymous Information and Privacy Policy**

Under no circumstances will we make an individual child's information available to any third parties other than to the Subscriber or school who has nominated that child, or in accordance with such Subscriber's instructions, or to a parent company or subsidiary of JellyJames Publishing Ltd.

In accepting the Terms and Conditions each Subscriber agrees to JellyJames Publishing Ltd contacting you in connection with Dynamo Post14 Online whether through telephone, email or otherwise, and you confirm that you do not and will not consider any of the above to be a breach of your rights under the Telecommunications (Data Protection and Privacy) Regulations 1999 or the Privacy and Electronic Communications (European Directive) Regulations 2003.

We collect anonymous information about you and your activities on the Site. Anonymous information is information that is not linked to your identity. This information is primarily used to assist us in enhancing the learning resources and the information remains anonymous at all times.

By using the Site, you grant us the right to use this anonymous information for our own purposes, such as the preparation of statistical reports, provided we otherwise comply with our obligations in respect of the use of personal information.

### **Ownership of content on the site**

The materials displayed on the Site, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the Site (Content) are protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site.

You must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for in these General Conditions or with our express prior written consent.

### **Disclaimer and limitation of liability**

Although we have no reason to believe that any information contained in this Site is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep this Site updated.

We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in this Site. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Site will be uninterrupted, without delay, error-free, omission-free or free of viruses. The Content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.

Neither we nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, however arising (whether in negligence or otherwise), in connection with your Access, the Content or any omissions from the Content, except where liability is made non-excludable by legislation.

## **Indemnity**

You must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

- (a) any breach by you of the General Conditions; or
- (b) reliance by you on any information obtained through the Site; or
- (c) your Access to the Site.

## **Copyright and linking**

Copyright in this Site (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 and similar legislation which applies in your location, and except as expressly authorized by these General Conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Site; or
- (b) commercialize any information, products or services obtained from any part of this Site.

The Site may contain links to third party sites (Linked Sites). Linked Sites are not under our control and we are not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site (Subsequent Site). We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by us or by our directors, officers, agents, employees and contractors. You link to any Linked Site or Subsequent Site entirely at your own risk.

Neither we nor our directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of any Linked Sites or Subsequent Sites, nor do we or they accept any responsibility arising in any way (including negligence) for errors in, or omissions from any Linked Sites or Subsequent Sites.

## **General**

We do not accept any liability for any failure to comply with the General Conditions where the failure is due to circumstances beyond our reasonable control.

## **Cancellation**

You are entitled to cancel Your Subscription order with JellyJames Publishing Ltd within the first 14 days of the start date or renewal date by contacting us by e-mail at [customerservice@JellyJames.co.uk](mailto:customerservice@JellyJames.co.uk)

An administration fee of 25% will be deducted. The Subscription will not be cancelled after the first 14 days. All your rights are reserved.

## **Governing Law**

The Terms of Use shall be governed by and construed in accordance with the law of the United Kingdom