

jumpAgrade Terms & Conditions

This page (together with our Privacy Policy) tells you information about jumpAgrade Ltd ('jumpAgrade', 'Our', 'We', or 'Us') and the legal terms and conditions ('Terms') that apply when you use the jumpAgrade platform ('Our site').

Our Service

JumpAgrade is an online software platform that allows students to improve their grades through personalised feedback on the work they do in preparation for second level exams. jumpAgrade captures the value of the traditional private tutoring service, this being the prompt and detailed feedback a student receives from a tutor, but delivers it to students in a more efficient, convenient and affordable way; through a mobile app and web platform.

Definitions

"Adult User" – A person over the age of 18 who contracts with jumpAgrade for the provision of Our Service to a Student User (defined below). [Once Payment (as defined below) is made an Adult User is deemed to have consented to a Student User using Our Service;]

"Booking" - A Booking is made where an Adult User completes a form on Our Site and completes payment for Our Service in accordance with these Terms. [Each Booking entitles a Student User to 4 weeks of Questions, and provided Submissions are made, Feedback from the relevant Tutor User;]

"Feedback" A communication provided by a Tutor User to a Student User relating to a Submission;

"Platform" – The part of Our Site where Tutor Users can upload Problem Sets and Student Users can receive problem set and submit Submissions;

"Problem Set" – A personalised set of questions which a Tutor User prescribes to a Student User following a completed Booking;

"Student User" – a student on whose behalf a Booking has been made;

"Submission" The work submitted by a Student User in response to the weekly Problem Set prescribed by a Tutor User. Only one Submission can be made per Problem Set;

"Tutor" Tutors must have be able to prepare and deliver professional sessions specifically for the needs of the student. Tutors must also have excellent subject knowledge

“Tutor User” - Tutor users are service providers to students which are facilitated through the jumpAgrade platform;

[“Site User” - Any registered user on the jumpAgrade platform, including all registered “Adult Users”, “Tutor Users” and “Student Users”.]

Our Services

JumpAgrade offers parents an innovative and flexible ‘out of school’ study option for any Leaving Certificate student on a range of subjects (see the ‘Services’ section of Our Site) through the provision of tailored Problem Sets by an experienced Tutor in addition to detailed Feedback and guidance from Tutors on all Submissions made through Our Platform (“Our Service”).

Our Platform then facilitates a Tutor User (e.g. Math Leaving Certificate tutor) to provide a set of problems/questions to a Student User on a chosen area of a particular subject (e.g. Leaving Certificate - Higher - Maths - Algebra).

With each Booking a Student User will receive a weekly Problem Set over a 4 week period. Once a Problem Set has been received and completed by a Student User they are entitled to make one Submission per week to the Tutor User. Once a Submission has been entered on Our Platform by a Student User, it is the responsibility of the Tutor User to provide Feedback to the Student User within a 48 hour period.

You agree that by registering a profile and accessing Our Site or using Our Services, or any content or information provided as part of Our Services, you are entering into an agreement with Us, such agreement being governed by these Terms. Please read these Terms carefully and make sure that you understand them before using Our Site and purchasing Our Services. Please note that before a Booking can be confirmed you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to avail of Our Services.

We may amend these Terms from time to time. Every time you wish to use Our Site and order Our Services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on the 21st day of September 2017.

jumpAgrade Ltd is a business registered in Ireland (Company Number: 569565 whose registered office is at Heywoods, Castleconnell, Co. Limerick.

1. jumpAgrade Rights & Responsibilities

- a) To help Student Users, by facilitating the provision of personalised learning and tuition services by Tutor Users.
- b) To ensure, as much as possible, that Our Site remains functional, including communication systems, the booking system and payment processing.
- c) To communicate any planned maintenance of Our Site or downtime.
- d) To reasonably endeavour to keep Our Site free from viruses and worms.
- e) To decide when a Tutor's profile is sufficiently complete to be set live and be accessible by other Users.
- f) To communicate new Bookings, confirmation of Bookings, and Cancellations, to both Student Users and Tutor Users via the mode of communication chosen by them upon registration.
- g) To process each Adult User's payment promptly, and usually within 7 days of a Booking, provided there is no Complaint.
- h) To investigate Complaints to a reasonable degree by promptly informing the relevant Adult Users, Student Users and Tutor Users of issues raised (see Complaints section below) [and allowing them to represent themselves by email.]
- i) To process Refunds promptly in circumstances where an Adult User successfully claims for a Refund in accordance with these Terms. [in the event that lessons/feedback do not take place, a Complaint is upheld and under the terms of our refund policy.]
- j) To take all precautions we consider reasonable and necessary to protect Student Users and Tutor Users information. jumpAgrade will only use information in accordance with its Privacy Policy. jumpAgrade will not be held liable for unauthorised use of information by Adult Users, Student Users or Tutor Users.
- k) To monitor Submissions, postings and/or messages made on Our website including all communications made between Student Users and Tutor Users via Our Platform. [We do so in the hope of helping Students and Tutors meet, but also to stop mis-use of the website, as set out in these terms and conditions.]

2. User Responsibilities

As defined at the beginning of this document, a "User" means a person who uses Our Site (whether or not registered with us).

- a) Users are responsible for their own security in conjunction with our services, both online and offline.
- b) Users are solely responsible for the material they post on Our Site, including messages sent, and must not post defamatory, offensive or illegal material.

- c) Users must immediately report any defamatory, offensive or illegal material they view on our website.
- d) Users must exercise their own judgement regarding the accuracy of information provided on the website. jumpAgrade cannot guarantee that all of the content on the website is complete, accurate or up-to-date.
- e) Users are responsible for their own internet security when using the website.
- f) Users must contact jumpAgrade immediately if they believe their password has been compromised. Users will be responsible for the actions of any interactions conducted in their name until they have notified jumpAgrade
- g) Users must not use the site with the intention of disintermediating jumpAgrade in any way. Users must not use the platform with the intention of disintermediating jumpAgrade in any way. Users must not promote opportunities or services of any company other than jumpAgrade.
- h) Users agree to abide by the Privacy Policy provided through the platform.
- i) Any User who fails to meet these terms and conditions may be barred from using the platform and related services.

3. Student Responsibilities

As defined at the beginning of this document, a “Student” means a User who has registered a Student account on the website.

- a) jumpAgrade takes no responsibility for the actions of Students or Tutors and is solely responsible for its own actions.
- b) Students must be 18 years old to book a submission for themselves, or be represented by a parent or legal guardian who gives consent for them to receive tuition. Students must ensure that all of their personal details and contact information are accurate and up-to-date. jumpAgrade is not responsible for any dispute regarding parental consent.
- c) Students have up to 12 hours before their first Lesson with a new Tutor is due to commence to confirm the booking. To confirm a booking, Students must enter valid payment details on our platform. In confirming their booking with a Tutor, the student is entitled to a weekly submission to the tutor where the tutor is to provide feedback between 24 and 48 hours.
- d) When a booking is confirmed, Students enter directly into a contract with jumpAgrade. The terms and conditions within this document cover all interaction between the Students and Tutors.
- e) When a confirmed booking exists, Students must ensure that they have a valid debit/credit card registered on our platform, with sufficient funds to cover the bookings they have confirmed.
- f) Students cannot pay the Tutor directly. All payments must be made through the jumpAgrade platform.
- g) Students agree that there will be no attempts to disintermediate jumpAgrade in any way, either at the time of booking or at any point in future and that all

future Lessons with a Tutor found through the platform will be booked through jumpAgrade.

- h) Students must use their own judgement about the services of Tutors detailed on the platform.
- i) Any Student who fails to meet these Terms and Conditions may be immediately barred from using the platform and related services. jumpAgrade reserves the right to cancel any existing bookings.

4. Adult Responsibilities

As defined at the beginning of this document, a “Adult” means a User who has registered a adult account on the website.

- j) jumpAgrade takes no responsibility for the actions of adults, Students or Tutors and is solely responsible for its own actions.
- k) Students must be 18 years old to book a submission for themselves, or be represented by a parent or legal guardian who gives consent for them to receive tuition. Adult users must ensure that all of their personal details and contact information are accurate and up-to-date. jumpAgrade is not responsible for any dispute regarding parental consent.
- l) Adults have up to 12 hours before their first Lesson with a new Tutor is due to commence to confirm the booking. To confirm a booking, Students must enter valid payment details on our platform. In confirming their booking with a Tutor, the student is entitled to a weekly submission to the tutor where the tutor is to provide feedback between 24 and 48 hours.
- m) When a booking is confirmed, Students enter directly into a contract with jumpAgrade. The terms and conditions within this document cover all interaction between the Students and Tutors.
- n) When a confirmed booking exists, Students must ensure that they have a valid debit/credit card registered on our platform, with sufficient funds to cover the bookings they have confirmed.
- o) Students cannot pay the Tutor directly. All payments must be made through the jumpAgrade platform.
- p) Students agree that there will be no attempts to disintermediate jumpAgrade in any way, either at the time of booking or at any point in future and that all future Lessons with a Tutor found through the platform will be booked through jumpAgrade.
- q) Students must use their own judgement about the services of Tutors detailed on the platform.
- r) Any Student who fails to meet these Terms and Conditions may be immediately barred from using the platform and related services. jumpAgrade reserves the right to cancel any existing bookings.

4 . Tutor Responsibilities

As defined at the beginning of this document, “Tutor” means a User who has registered a Tutor account on the platform.

- a) Tutors are not employees of jumpAgrade and are solely responsible for their own actions both on and off the platform.
- b) Tutors must be at least 18 years old.
- c) If Tutors contact Students who are under 18, they must ensure that these learners are represented by a parent or legal guardian who gives consent for the Student to receive tuition.
- d) Tutors are responsible for ensuring that the personal information they provide and their personal statements on the platform are accurate and in no way misleading. They must update this information to maintain its accuracy.
- e) Tutors must disclose any criminal convictions or cautions they may have to jumpAgrade.
- f) Tutors agree that they will be ranked based on a mixture of profile data, Student ratings and number of lessons taught.
- g) Tutors should confirm bookings and respond to messages received from jumpAgrade and Users promptly.
- h) Tutors should make no attempts to solicit Students or disintermediate jumpAgrade in any way, either at the time of booking or at any point in future.
- i) Tutors must not complete coursework, or any similar assignments, on behalf of Students.
- j) Tutors must ensure that all written communication with Students takes place on the platform.
- k) Tutors shall indemnify jumpAgrade for all claims and liabilities arising out of any use by the Tutor of the platform, including costs and expenses incurred.
- l) Any Tutor who fails to meet these Terms and Conditions may be immediately barred from using the platform and related services. jumpAgrade reserves the right to cancel any existing bookings, at any time.
- m) Tutors are responsible for checking that bookings made by students are serviced within the agreed timeframe of 48 hours.

5. Missed Feedback

- a) A “Missed Feedback” means a claim by a Student that they have not received a feedback submission from a private tutor within 24-48 hours.
- b) A Student must inform jumpAgrade of a Missed feedback by phone or email within 48 hours of the scheduled finish time of a Lesson, to be entitled to a refund.

- c) When a Student informs jumpAgrade of a Missed feedback, jumpAgrade will contact the Tutor within 72 hours by email and text message to inform them that a Missed feedback claim has been raised.
- d) To contest a Missed feedback claim, Tutors must contact jumpAgrade by phone or email within 48 hours of being informed of the claim.
- e) If the Tutor has not provided timely feedback to the student within 48 hours of the submission, jumpAgrade will process a full refund for the cost of the booking.

1. Use of Our site

1.1. By using Our Site you confirm that all the information you provide when you create a profile, place a Booking, and/or register a payment account with jumpAgrade is true and accurate and that you will keep this information up-to-date.

1.2. You agree that when using Our Site and interacting with other Site users that you will:

- i. only use Our Site for lawful purposes;
- ii. not use Our Site in a way that may lead to the encouragement, procurement or carrying out of any criminal activity;
- iii. only have one profile on Our Site, which must include accurate information, including your real name;
- iv. not access or attempt to access the accounts of other Site users;
- v. [not provide or attempt to provide contact details to other Site users within the description information on your profile;]
- vi. not use Our Site in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of Our Site;
- vii. not breach the provisions of Section 10 of these Terms (usage of Intellectual Property);
- viii. not knowingly or negligently introduce viruses, Trojans, worms or other harmful material onto Our Site or Our servers;
- ix. not penetrate or attempt to penetrate Our Site security measures, or attack Our Site servers via a denial-of-service attack or a distributed denial-of service attack.

1.3. We have the right to remove any material posted on Our Site and reserve the right to suspend, restrict or terminate your access to Our Site at Our sole discretion and at any time without notice to you if We have reasonable grounds to believe that you have breached any of the Terms, breached any law or are misusing Our Site.

1.4. jumpAgrade Ltd has an unlimited right to take any appropriate action against you in order to defend Our rights or those of any other person.

Your Information and Our Privacy Policy

1.5. When you use Our Site, register for our Services, make a Booking with us etc. your personal data may be processed and stored by jumpAgrade Ltd.

1.6. For more information about how jumpAgrade Ltd use your personal information and Our security processes and policies, please read Our Privacy Policy. Please note that when you agree to these Terms you shall also be deemed to have read and agreed to the Privacy Policy in its entirety.

2. Terms and Conditions for the Supply of Services

2.1. We have taken reasonable precautions to try to ensure that prices quoted on Our Site are correct and that the Our Services have been described fairly.

2.2 All the subjects offered in the Our Services section of Our Site are subject to availability, including the availability of particular Tutor Users, meaning We may not always be able to supply your order at a desired time. We will inform you as soon as possible if tuition the desired subject that you wish to order is not available and, if agreeable to you, We may offer tuition in that subject at an alternative time.

2.3 Our Services allow messaging and sharing of information between Student Users and Tutor Users.

2.4 When ordering Our Services or registering on Our Site it is your responsibility to ensure that the information you provide to Us is accurate information. If any of the details previously provided to Us require updating, you can update these details by contacting Us at the contact details listed in Clause [] of these Terms.

2.5 You must access and use Our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) Our Services in ways that:

- i. violate, misappropriate, or infringe the rights of other users of Our Site, including privacy, publicity, intellectual property, or other proprietary rights;
- ii. are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes;
- iii. involve publishing falsehoods, misrepresentations, or misleading statements;
- iv. impersonate someone else;
- v. markets tuition services other than those of jumpAgrade Ltd;
- vi. involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or
- vii. involve any use of the Services in a manner different to that contemplated by these Terms, unless otherwise authorized by Us.

2.6 We may change, suspend or end any of Our Services, or change and modify prices prospectively at Our discretion. To the extent allowed under law, these changes may be made effective without notice being provided to you.

3. Your Order

Registering a Tutor User Profile

3.1. When registering a profile as a Tutor User you will have to provide Us with certain compulsory personal information as listed in Section 2.4 above. Please see Our Privacy Policy for more information on how your personal information will be used.

3.2 When you register a Tutor User profile We may provide you with and/or ask you to use passwords or other means to allow you to access certain areas of Our Site and/or to maintain your profile security, such as in the My account section of Our site. It is your responsibility to maintain the confidentiality of your password and profile information.

3.3. If you have any problems whilst registering your profile please contact Us.

3.4 Once you have registered a Tutor User profile on Our Site you will then be placed on a contact listing operated by Us. Where a Booking is received in a subject you provide tuition on, and We have assigned the relevant Student User to you, then We will contact you by e-mail with confirmation of such assignment on the personal e-mail address you provided to Us on registration.

3.5 The assignment of Tutor Users to a Student User in relation to a Booking is solely at the discretion of jumpAgrade Ltd.

3.6 Once a Booking has been assigned to a Tutor User then that Tutor User will be required to access the Platform section of Our Site and confirm the assignment by clicking the "Confirm" button in the 'Pending Assignments' section.

3.7 You are responsible for keeping your device and your profile safe and secure, and you must notify Us promptly of any unauthorized use or security breach of your profile.

Making an order and acceptance of your order

[3.8. Please note that all Orders submitted by an Adult User are an offer to purchase our Services and are subject to acceptance by Us.]

3.9. We may choose, in Our sole discretion, not to accept an Order for any reason without liability to you. Examples of when We may not accept an Order include, but are not limited to:-

- i. If services are shown on Our site but are not available or are incorrectly priced or otherwise incorrectly described; or

- ii. If jumpAgrade Ltd are unable to obtain authorisation of your payment; or
- iii. Incorrect/inaccurate information was entered in your Order.

3.10. Before you submit your Order, you have the opportunity to review and confirm which of Our Services you are ordering to allow you to check the total price of your Order. This will allow you to correct any input error prior to a Booking being completed.

3.9. Once you have confirmed your Order you will then be asked to input your payment details. The payment process is explained in more detail below at Section [].

3.10. Please note that completion of the online checkout process does not constitute Our acceptance of your Order. Our acceptance of your Order will take place only when payment for your ordered services has been completed.

3.11. After entering your payment details (see Section [] below), you will receive an e-mail notification to confirm that jumpAgrade Ltd has received your Order (“Acknowledgment e-mail”). This Acknowledgment e-mail does not constitute Our acceptance of your order. This Acknowledgment e-mail will contain an order number and details of the Services you have ordered from jumpAgrade Ltd.

3.12 Save in circumstances described in Section 3.13, a further email will be sent to you confirming acceptance of your Order and providing you details of your Booking, including log in details and instructions how to access Our Platform.

3.13. If jumpAgrade Ltd cannot supply you with the Services you have ordered for whatever reason, We will not process your Order but instead will inform you of this by e-mail and, if you have already paid for the Services, We will give you a full refund, as soon as reasonably possible, being no more than 30 days from the date on which your order was cancelled.

3.14 The identity of both Student Users and Tutor Users using Our Services will remain confidential, save in accordance with Section 10.7.

4. Payment

4.1. During the checkout process when you are submitting your Order you will be asked to enter and complete your payment details via a Stripe account. This payment will be the total sum payable for the Services ordered for the agreed period.

4.2. Please note that jumpAgrade Ltd and Stripe may collect and store your payment information as part of this service. Any information collected and stored by jumpAgrade Ltd will only be used in accordance with the Privacy Policy. Please note

that Stripe's terms of use and privacy policies are independent of jumpAgrade Ltd, and these can be viewed on Stripe's platform (www.stripe.com).

4.3. All payments made via Stripe are subject to authorisation by Stripe. If Stripe refuse to authorise payment jumpAgrade Ltd will not accept your Order and will not be liable for any delay or non-delivery of the Services.

4.4. If there is an error and your payment is not received by jumpAgrade Ltd via Stripe but a Booking has been completed and you have already received the Services you ordered, you must immediately make payment for these Services to jumpAgrade Ltd.

5. Pricing

5.1. jumpAgrade Ltd use all reasonable efforts to ensure that all pricing information on Our site is correct and up-to-date. If an error occurs and any of Our Services are mispriced, jumpAgrade can refuse your Order, as set out above at Section 3.9. jumpAgrade Ltd is not obliged to supply Services which are incorrectly priced, as long as payment has not been received from you and has not been processed.

5.2. All prices are displayed in Euros and are inclusive of the current rate of any applicable VAT, unless expressly indicated otherwise.

5.3. The total cost for the supply of the Services will be itemised and identified on the payment screen during the checkout process and in your Acknowledgment e-mail.

5.4. The terms and conditions of Our site will be subject to change from time to time. We suggest that you regularly check the terms and conditions on Our site.

5.5. jumpAgrade Ltd may vary the prices for the Services, as listed on Our site, at any time and without any notice to you. You will not be charged, nor will price change be applied retrospectively to Services already ordered by you and for which jumpAgrade Ltd has already received payment.

6. Supply of Services

6.1. Please note that these Terms do not affect your statutory rights as a consumer. For more information on your statutory rights, contact your local trading standards authority or the equivalent consumer advice body.

6.2. If you have any questions, complaints or comments relating to the supply of Our Services, or these Terms, please contact jumpAgrade Ltd. Contact details are set out in Clause 22 of these Terms or can be found on the 'Contact' section of Our Site.

6.3. Bookings will be made available to Student Users through the 'Platform' section on Our Site. The use of the Services ordered, including any Problem Set and Feedback provided by a Tutor User, will be specific to the Student User on whose behalf the Adult User purchased the Services for and such information should not be shared with third parties.

Delays

6.4. Occasionally, access to Our Site and/or the supply of the Services you ordered may be delayed or prevented for reasons beyond jumpAgrade Ltd's control, such as events in nature and other force majeure events. Where this is the case, we will make every effort to keep you informed but shall be under no liability to you for such delay or failure where payment has not been taken.

6.5 Access to Our site may be interrupted, including for maintenance, repairs, upgrades, or platform failures.

7. Cancellation and Returns

7.1. As an EU consumer, under the EU Directive 97/7/EC on protection of consumers in respect of distance contracts (the "Directive") as implemented in the Republic of Ireland, you are entitled to cancel your Order with Us within seven working days from the date on which that order is made at no extra cost and no reason will be required to be given.

7.2. However, as stated in the Directive, the entitlement to cancel your Order under Section 7.1 shall not apply where We have begun the provision of Services to you, with your agreement, before the end of the seven day cancellation period.

7.3. All order cancellation requests under the Directive must be sent to Us by e-mail (or contact Us if you do not have e-mail) and, as the date of your notice is deemed to be the date on which you send your notice to Us, please keep some record of this.

7.4. If you wish to cancel (or are considering cancelling) the Services you have ordered, please be aware that cancellation rights of EU consumers under the Directive do not apply to certain services.

7.5. If you consider the Services you receive, or are receiving, are being incorrectly supplied then you must note the details of any error in supply and you must inform Us (by post, phone or e-mail only) of any error within a reasonable period of time.

7.6. Please note that We will not accept that the Services were incorrectly supplied where you fail to notify Us of this within a reasonable period of time. In the case of incorrectly supplied services, We may offer you a replacement service.

7.7. Paragraphs within this Section 7 are not intended to be a full statement of all your rights under the Directive. For further information about your statutory rights, contact your local trading standards authority or local consumer advice centre.

7.8. For further details about how to exercise your cancellation rights, please see the information provided on of Our Site.

8. Refund Policy under the Directive

8.1. jumpAgrade Ltd will give you a refund where you cancel an Order in accordance with the Directive. All such refunds will be processed in accordance with your legal rights and jumpAgrade Ltd will refund you within 30 days from the date on which We receive the cancellation of your order.

8.2. Where an Order is cancelled in accordance with the Directive We shall have no liability for information provided to you that was not permanently deleted by you following your cancellation of the Order.

8.3. Any refunds made by Us will be made to the method of payment provided when you placed your Order and will be subject to Our right to withhold amounts for any breach of these Terms

9. General platform Terms

Accuracy of content

9.1. To the extent permitted by applicable law, jumpAgrade Ltd disclaims all representations and warranties, express or implied, that content or information displayed in or on Our Site is accurate, complete, up-to-date and/or does not infringe the rights of any third party.

9.2 By using Our Site and Our Services you agree that We are not responsible for third parties' content or information or for any damages as result of your use of or reliance on such content or information.

Damage to your computer or other device

9.3. jumpAgrade Ltd uses reasonable efforts to ensure that Our Site is free from viruses and other malicious or harmful content. However, We cannot guarantee that your use of Our Site (including any content on it or any platform accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use Our Site safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, jumpAgrade Ltd shall not be

liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via Our Site.

Links to other platforms

9.4. jumpAgrade Ltd have placed links on Our Site to other platforms We think you may want to visit. We do not have control over the content of these platforms nor do We vet these platforms. You agree, should you access a linked platform from Our Site, that We are not responsible for the content of these platforms, including any advertising or products made available to you through such sites. Furthermore, jumpAgrade Ltd will not be responsible for any offence, damage or loss caused by or connected to your use of such platforms except where required by applicable law.

10. Intellectual Property

10.1. You agree that all intellectual property rights (including, but not limited to, database rights, copyright, trademarks and any other intellectual property rights) in all material or content (including, but not limited to, logos, graphics, photographs, animations, videos, text, data compilation, audio and/or visual clips, music, software and any combination of the foregoing) supplied or made available on Our Site is owned or licensed by jumpAgrade Ltd and is protected by applicable copyright laws and treaties throughout the world. You are only permitted to use these materials/content as expressly authorised by Us or Our licensors.

10.2. You may use, download and print content on Our Site solely for your own personal use or personal non-commercial use. Other than for your own personal use or internal business purposes, you may not without jumpAgrade Ltd's prior written consent:

- i. copy, reproduce, use or otherwise deal with any content on Our Site;
- ii. modify, distribute or re-post any content on Our site for any purpose;
- iii. reproduce, crawl, frame, link to or deep-link into Our Site on or from any other platform;
- iv. or use the content of Our Site, or content provided as part of any Services ordered by you, for any commercial exploitation whatsoever.

10.3. Except as set out at Sections 10.1 and 10.2 above, You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.

10.4. The 'jumpAgrade' trade mark as well as all trademarks, whether they are figurative or not, and all other marks, trade names, service marks, brand names, business names, illustrations, images, logos which appear as part of Our Services, on Our Site, advertisements, whether registered or not (the "Trade Marks"), are and remain the exclusive property of jumpAgrade Ltd and/or its partners and/or licensors and are proprietary marks protected by applicable copyright laws and

treaties throughout the world and may not be reproduced or otherwise without Our express permission.

Ownership of rights and user content

10.5. If you acquire any copyright or other intellectual property rights in Our Site (whether by operation of law or otherwise), then you agree to assign those rights to jumpAgrade Ltd (including any rights you may have in user generated content that you submit through Our Site) on a worldwide basis absolutely to the fullest extent permitted by law. You will also unconditionally and irrevocably waive any and all moral rights you acquire in or to Our Site, if applicable in your jurisdiction.

10.6. You further agree to execute all such documents and do all such acts and things as We may reasonably require in order to assign any such rights to jumpAgrade Ltd and to waive any moral rights you acquire in or to Our Site, if applicable in your jurisdiction.

10.7. Any material that you upload to Our Site, including all material provided as part of Our Services, will be considered non-confidential and non-proprietary and jumpAgrade Ltd have the right to use, copy, distribute and disclose to third parties any such material for any purpose. JumpAgrade Ltd also has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to Our Site as part of Our Services constitutes a violation of any of their rights, including intellectual property rights or of their right to privacy. The provision of information in such circumstances will be solely at the discretion of JumpAgrade Ltd.

10.8. jumpAgrade Ltd will not be responsible, or liable to you or any third party, for the content or accuracy of any materials posted by you or any other user of Our Site and you hereby agree to be responsible to jumpAgrade Ltd for and indemnify jumpAgrade Ltd and keep jumpAgrade Ltd indemnified against all costs, damages, expenses, losses and liabilities incurred and/or suffered by jumpAgrade Ltd as a result of any claim in respect of your use of Our Site and or any Services we provide to you.

10.9. jumpAgrade Ltd has the right to remove any material or posting you make on Our Site at jumpAgrade Ltd's sole discretion.

11. Liability

11.1. Nothing in these Terms shall exclude or limit jumpAgrade Ltd's liability for personal injury or death caused by their negligence or for fraud or fraudulent misrepresentation. In addition, these Terms shall not limit or exclude any other liability that is not permitted to be limited or excluded by applicable law.

11.2. You have certain rights as a consumer, including legal rights relating to services provided without proper care and diligence, or incorrectly described services. For further information about your legal rights in your country, contact your local trading

standards department or equivalent consumer advice body. Nothing in these Terms will affect these legal rights.

11.3. The Services supplied by jumpAgrade Ltd to you will be supplied with proper care and diligence by sufficiently skilled and trained staff and if the Service is not of satisfactory quality, you can contact jumpAgrade Ltd for a refund on any order made.

11.4 jumpAgrade Ltd is only responsible for losses that are a natural, foreseeable consequence of Our breach of these Terms. We will not be liable to you if We are prevented or delayed from complying with Our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond Our reasonable control.

11.5 In any event, jumpAgrade Ltd will not be liable, arising out of or in connection with these Terms for any:

- i. losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption;
- ii. loss of goodwill or reputation; or
- iii. special or indirect losses suffered by you arising out of or in connection with these Terms; or
- iv. any other intangible consecutive and non-consecutive damages.

11.6. jumpAgrade Ltd will not be liable for any breach by you of the applicable laws of the country in which you are resident in connection with the Services We supply or have supplied to you.

11.7 The aggregate liability of jumpAgrade Ltd under these Terms shall not exceed five times the most recent fee that you paid for any Services We provided to you, if any.

12. Exclusions of liability

12.1. jumpAgrade Lrd excludes all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. JumpAgrade Ltd accepts no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these Terms or your use of Our Site.

12.2. Except to the extent required by applicable law, jumpAgrade Ltd shall not be liable to any person for any loss or damage which may arise from the use of or reliance on any content or information displayed in or on Our Site.

12.3. jumpAgrade Ltd will not be responsible for any charge issued by your card issuer or bank, as a result of jumpAgrade Ltd processing your credit/debit card payment in accordance with your booking.

12.4. These exclusions shall be governed by and construed in accordance with law. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

13. Assignment

13.1. You may not assign or sub-contract or otherwise any of your rights or obligations under these Terms to any third party without the written consent of jumpAgrade Ltd

13.2. jumpAgrade Ltd may assign, transfer, novate or sub-contract any of its rights and obligations under these Terms to any company or any other third party at its discretion, provided that your rights under these Terms are not affected.

14. Third party rights

Only you and jumpAgrade Ltd shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these Terms.

15. Waiver

No relaxation or delay by jumpAgrade Ltd in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed with you and the relevant party in writing.

16. Severance

If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms shall remain in full force and effect.

17. Jurisdiction

These Terms, all transactions and any matters arising out of your use of Our Site (including any contract entered between you and jumpAgrade Ltd through the Our Site) shall be governed by Irish law and subject to the non-exclusive jurisdiction of the courts of Ireland.

18. Entire Agreement

18.1. These Terms and any documents expressly referred to in them constitute the entire agreement between jumpAgrade Ltd and you and supersede any and all prior arrangements, terms, conditions, warranties and/or representations between jumpAgrade Ltd and you, relating to the subject matter of any contract, to the fullest extent permitted by law, whether oral, written or otherwise.

18.2. In agreeing to these Terms, (and the documents referred to herein), jumpAgrade Ltd and you warrant that none of the parties are relying on any statement, representation, assurance or warranty of any person (whether a party to that contract or not) other than as expressly set out in these Terms.

18.3. jumpAgrade Ltd and you agree that the only rights and remedies available to the parties arising out of or in connection with your use of Our Site and/or the Services shall be for breach of contract as provided in these Terms.

19. Changes to these Terms

19.1. jumpAgrade Ltd reserve the right, at their sole discretion, to change, modify, add or delete any part of these Terms at any time without further notice to you. Any changes to the Terms will be posted on Our Site by jumpAgrade Ltd and the date at the top of these Terms will be amended to show when these Terms were last revised.

19.2. jumpAgrade Ltd recommend that you revisit these Terms regularly to keep informed of the current Terms that apply to your use of Our Site and the supply of Our Services to you.

19.3. Your continued access and use of Our Site and the Services after any changes or updates constitutes your acceptance of the new Terms. It is your responsibility to regularly check the Our Site and determine if there have been any changes to these Terms.

19.4. Please note that these Terms do not affect your statutory rights as a consumer. For more information on your statutory rights, contact your local trading standards office or equivalent consumer advice body.

20. Invoicing

Where jumpAgrade Ltd elects, or is required by applicable law to issue or make available an invoice, jumpAgrade Ltd reserves the right to issue or make available electronic invoices and you agree to such form of invoicing.

21. Additional Terms & Conditions – Guidelines for Review of Services and Question & Answer

By accessing, browsing, using, registering or contributing to the jumpAgrade Ltd platform and any other area of Our Site where you can post submissions or reviews or ask questions you confirm that you have read, understood and agree to the following terms:-

(If you do not agree to these Terms in their entirety, you must not use Our Site.)

21.1 Ownership of submitted information

Other than personal data which is subject to Our Privacy Policy all comments, blogs, feedback, suggestions, questions, ideas, artwork, images, product or marketing ideas and any other submissions disclosed, submitted or offered to jumpAgrade Ltd on or through Our Site or otherwise disclosed, submitted or offered by you when using the Services shall become and remain the property of jumpAgrade Ltd once submitted. You must comply with these Terms when making submitting any information on Our site as part of the Services provided to you. You warrant that you own or have the right to use any such information submitted and that any such information submitted will comply with these standards and guidelines.

21.2 Social networking sites

These terms also govern any such information submitted on any jumpAgrade Ltd related third party platform or page such as Our Facebook page, Twitter, YouTube or social networking site.

21.3 Intellectual Property Rights

A disclosure, submission or offer of any such information and your agreement to these terms and conditions shall constitute an assignment to jumpAgrade Ltd of any intellectual property rights. Whenever you make use of a feature that allows you to upload material to Our Site, including questions, or to make contact with other users of Our Site or to any such information submitted on any jumpAgrade Ltd related third party website or page, you must comply with the content standards set out in these Terms. All rights, including copyright on jumpAgrade Ltd pages are owned by or licensed to jumpAgrade Ltd. Any use of any jumpAgrade Ltd social networking pages or their contents, including copying or storing them in whole or in part, other than for your own personal, non-commercial use is prohibited without the permission of jumpAgrade Ltd. All worldwide rights reserved.

21.4 Confidentiality

Any material you upload to Our Site (that is not of a sensitive nature) will be considered non-confidential and non-proprietary, and We have the right to use, copy, distribute and disclose to third parties any such information submitted by you for any purpose. We also have the right to disclose your identity to any third party

who is claiming that any material posted or uploaded by you to Our Site or any jumpAgrade Ltd related third party social networking site constitutes a violation of their rights, including intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of Our Site. We have the right to remove any information submitted by on Our Site if, in Our opinion, such information does not comply with the content standards set out within these Terms.

22. Contact Us Details

If you have any questions, complaints or comments relating to Our Site, Our Services, the supply of the Services or these Terms please contact Us on the details below:

Phone: 087 2554782

Email: info@jumpAgrade.com