

# Terms and Conditions

## By Using This Site You Accept These Terms and Conditions

Please thoroughly review these Terms and Conditions before using Our Site, [www.brainbyttutors.com](http://www.brainbyttutors.com). These Terms and Conditions, along with any other documents referenced here, define the terms of use for this website.

Your use of Our site indicates your agreement to comply with these Terms and Conditions. If you do not agree, you must stop using Our Site immediately.

The following document also applies to your use of Our Site:

- Our Privacy and Cookie policy

## 1. Definitions and Interpretations

1.1 In these Terms and Conditions the following expressions have the following meanings:

- 'Content' means any text, images, graphics, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site

## 2. How to Contact Us

3.1. To contact Us, please email Us at [contact@brainbyttutors.com](mailto:contact@brainbyttutors.com)

3.2 Such notice will be deemed received the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## 3. Access to Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to make the arrangements necessary to access Our Site.

4.3 Access to Our Site is provided on an 'as is' and on an 'an available' basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted.

## 4. Changes to Our Site

5.1 We may alter and update Our Site (or any part of it) at any time.

## 5. Changes to these Terms and Conditions

6.1 We may alter these Terms and Conditions at any time. Any changes made will apply to your use of Our Site the first time you use it after the changes have been implemented. Please check this page every time you use Our Site.

6.2 If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

## **6. Intellectual Property**

7.1 All Content included on Our website, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data, compilations, page layout, underlying code and software is the property of Us. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

7.2 The Content of Our Website will not be used for Commercial Purposes. This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.

7.3 The Content of Our Website will not be systematically copied from Our Website with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given express written permission to do so by Us.

7.4 Our status as the owner and author of the Content on Our Site must always be acknowledged.

## **7. Viruses, Malware, and Security**

8.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case

8.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks

8.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site

8.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site

8.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means

8.6 By breaching these provisions, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

## **8. How We Use Your Personal information**

9.1 We are registered as a data controller for the purposes of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). You must read Our Privacy Policy, which contains

important information about the use of your personal data and other information regarding your privacy and Our security processes and policies. By accepting these Terms, you are consenting to the use of your personal data as detailed in that policy.

These Terms and Conditions were last updated in January 2024.