**ilmspired Terms of Use (updated April 2020)**

This website [www.ilmspired.com](http://www.ilmspired.com) (the “Website”) and the **ilmspired** mobile application (the “App”) (collectively referred to as the “Services”) is owned and operated by Cordoba Capital Limited, a company registered in England and Wales with registered number 10915569 whose registered office is 3rd Floor, 207 Regent Street, London W1B 3HH. Our VAT number is 275 8393 56.

The terms “we”, “our” and “us” when used in these terms means Cordoba Capital Limited (“Cordoba”). The terms “you”, “your” and “yours” when used in these terms means you as a user of the Services.

1. Use of the Services

1.1 Please read the following terms and conditions (the “Terms”) carefully before using the Services. These Terms form the agreement between you and us and govern your use of the Services.

1.2 By using the Services, you signify your agreement to be bound by these Terms. If you do not agree to accept these Terms, you should not use the Services.

1.3 We reserve the right to change these Terms at any time and you are advised to review the Terms regularly to ensure that you are aware of any changes. Your continued use of the Services after such changes are posted will be deemed agreement on your part to these Terms, as amended.

1.4 Please also read our [Privacy Policy](http://ilmspired.com/privacypolicy)  which explains how we may collect and use your personal information.

1.5 Please note that certain parts of the Services (e.g. access to locked games and/or the ability to contribute to the Website and App forums) will only be available to registered users (“Registered Users”).

1.6 Whilst the Services are intended for use by children below the age of 13, a parent, guardian or authorised representative of a teaching institution is required to register and pay for Services as the Registered User, and the Registered User is expected to supervise all activities by children using the Services. By registering, you warrant that you are 18 years of age or older. We reserve the right to terminate your registration without warning if we believe that you are under 18 years of age.

1.7 In order to track the learning progress of a child, we require the Registered User to provide the names and/or usernames of children using the Services under the account of the Registered User. Other than this information, we do not collect any other personal information related to children under the age of 13. If you are under the age of 13, please do not submit any personal information through the Services. We expect Registered Users to monitor their children’s internet usage and to help enforce these Terms by instructing children never to provide personal information through our Services without their permission. If you have reason to believe that a child under the age of 13 has provided personal information to us through our Services, please contact us.

1.8 Cordoba is concerned about the safety and privacy of all our users. It is your responsibility to determine whether any use of the Services is appropriate for the intended audience and you agree to comply with all applicable local laws in your jurisdiction when using our Services.

2. Accessing the Services

2.1 Access to the Services is permitted on a temporary basis and we reserve the right to suspend, withdraw, discontinue or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

2.2 You are responsible for making all arrangements necessary for you to have access to our Services. Where you are provided with a user ID, password or any other piece of information as part of our security procedures you must treat such information as confidential and you must not disclose it to any third party.

2.3 You agree to maintain and promptly update your registration data to keep it true, accurate, current and complete and to be fully responsible for all use of your registration details and for any actions that take place using your registration and/or login details.

2.4 If you provide any information to us, such as your registration details or by contacting us via email, you warrant that all information is correct, accurate and current and does not breach any laws or the rights of any person.

2.5 Payment is not made until your payment card has been authorised in respect of the full amount of the price.  We have no control over the operation of any payment systems available via the Website or the App, and cannot be held responsible for any failure in their performance.

3. Intellectual Property Rights

3.1 The Services and all logos, images, text, audio and video and other materials appearing within the Services (the “Content”), and its arrangement, are the property of Cordoba and are protected by international copyright and other laws, except for certain images which have been sourced from open source stock photo databases.

3.2 None of the Content may be copied, reproduced, uploaded, posted, transmitted or distributed without the prior permission of Cordoba.

3.3 Permission to republish any of the Content, or to use quotations or extracts from any Content can be requested via email at info@ilmspired.com. **ilmspired** is a registered trademark.

3.5 In the event that you download software related to the Services (including any files, images incorporated in or generated by the software or any data accompanying the software) (together, the “Software”), we shall license the Software to you solely for non-commercial personal or non-commercial educational purposes. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Software and must comply with the conditions of use set out in these Terms or notified to you in connection with such Software or on any relevant part of the Website or App.

4. Information You Provide and Forums

4.1 Any communications or contributions which we receive from you (including without limitation all data, text, software, music, sound, photographs, graphics, video, messages or other material) (“User Material”) will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and display such content on our Website or App. We may renew and edit any content you submit to us prior to publication; however, we shall not be obliged to do so.

4.2 By submitting User Material to us you warrant and represent that:

4.2.1 you have the lawful right to use, copy, distribute, transmit, or display the User Material;

4.2.2 you have obtained all consents, permissions and licences to use the User Material; and/or

4.2.3 by using it, you do not infringe the intellectual property rights or violate the privacy rights of any third party (including, without limitation, copyright, trade mark, patent, trade secret, or other intellectual property right, or moral right or right of publicity).

4.3 You acknowledge and agree that any User Material you upload or submit to our Website or App, including your forum username or posts, shall not:

4.3.1 be false, misleading or deceptive. In particular, it shall not impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any User Material;

4.3.2 be abusive, indecent, obscene, pornographic, offensive or harm minors in any way;

4.3.3 be defamatory of any person, in breach of the intellectual property rights or moral rights of any person or of any obligations of privacy or confidence;

4.3.4 harass, insult, intimidate or vilify any person, including based on race, religion, sexual orientation, gender, age or disability;

4.3.5 collect or store personal data about other users or constitute unsolicited or unauthorised advertising or any other form of solicitation;

4.3.6 be in breach of any laws;

4.4 You acknowledge that we do not pre-screen User Material but that we shall have the right (though not the obligation) in our sole discretion to move, modify or remove any User Material that is available on or via any forum. All incidents will be logged and our decision is final in all such cases. Any breaches of paragraphs 4.2 or 4.3 may lead to:-

4.4.1 receipt of a warning;

4.4.2 your automatic ban from the forums, the Registered Service and the Website or App generally;

4.4.3 us reporting your activities to your internet service provider, your employer, relevant authorities; and/or

4.4.4 to legal action being taken against you.

4.5 The views expressed by other users on our Website or App do not represent our views or values. We will, under no circumstances, be liable in any way for any material submitted by users, including (without limitation) any errors or omissions in such material, or for any loss or damage of any kind incurred as a result of your use of such material.

5. Liability

5.1 We provide the Services on an “as is” and “as available” basis and to the fullest extent permissible by law we do not guarantee that our Services will meet particular requirements, or be available, accessible, uninterrupted, timely, secure or operate without error or that they will be free from viruses, worms, trojans or other harmful elements. We recommend that you protect your equipment by having appropriate anti-virus software in place.

5.2 Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources so we assume no responsibility for the content of such sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

5.3 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

5.4 If you are a consumer (ie not a business or a school), please note that we only provide our Services for domestic and private use. You agree not to use our Services for any commercial or business purpose.

5.5 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services or any content within, whether express or implied.

5.6 We will not be liable to any user, and you agree to indemnify and hold harmless Cordoba and its affiliates, directors, officers, employees and agents from and against any liabilities, losses, damages or costs, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our Services; or use of or reliance on any content displayed within.

In particular, you will indemnify us, and we will not be liable for, the following:

5.7.1 loss of profits, sales, business, or revenue;

5.7.2 business interruption;

5.7.3 loss of anticipated savings;

5.7.4 loss of business opportunity, goodwill or reputation; or

5.7.5 any indirect or consequential loss or damage including third party allegations, claims, actions, disputes or demands asserted against any of them as a result of or relating to your use of the Services.

5.8 Without prejudice to the generality of paragraphs 5.6 and 5.7, our total liability to you shall not exceed the amount paid by you, if any, for services or goods we supplied to you.

6. Linking to Our Website

6.1 We reserve the right in our absolute discretion to prohibit any link from another website to materials or information on our Website or App without notice. Any link to material or information on our Website or App must be neither misleading nor deceptive and must fairly indicate our Website or App as the destination of the link. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

7. Misuse of Our Services

7.1 You must not misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Services, the server on which our Services are stored or any server, computer or database connected to our Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

7.2 You shall be responsible for and indemnify us against, any losses, expenses or other costs that we incur (including without limitation any legal fees) arising out of or in connection with any intentional, reckless or grossly negligent breach by you of your obligations under these Terms.

7.3 We may immediately terminate or suspend your account and/or access to the Services in the event that you breach these Terms, or we reasonably believe you have breached these Terms, or if we consider your use of the Services is inappropriate.

8. General

8.1 If any part of these Terms is held to be unenforceable, this will not affect the validity or enforceability of the remaining terms.

8.2 If you do not comply with these Terms and we do not take action immediately, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

8.3 These Terms constitute the entire agreement between you and us and govern your use of the Services and supersede any prior agreements between you and us in relation to the Services.

8.4 These Terms govern the relationship between Cordoba and you. Any person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

8.5 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

8.6 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

8.7 If you have a complaint that we are unable to resolve with you, you may wish to pursue your complaint via an Alternative Dispute Resolution (ADR) service. The European Union’s online dispute resolution (ODR) platform (https://ec.europa.eu/odr) can be used for resolving complaints relating to online sales.

If you have any questions about these Terms, please contact us at info@ilmspired.com or write to Cordoba Capital Limited, 3rd Floor, 207 Regent Street, London W1B 3HH.