



kiddiplan

USER AGREEMENT

This agreement (the 'Agreement') sets out the legally binding terms and conditions on which We provide You with access to the KiddiPlan website, mobile or tablet application, and other features of the KiddiPlan platform (collectively 'Our Platform'). Your use of Our Platform constitutes acceptance of this Agreement.

Our privacy policy (the 'Privacy Policy'), available separately, is an integral part of this Agreement.

This Agreement was last updated on October 3rd, 2017.

1 PARTIES

In this Agreement

- i. 'We', 'Us', 'Our' or 'KiddiPlan' refers to KiddiPlan Ltd, company number 10047369, 28 Elsynge Road, London SW18 2HN, and
- ii. 'You' or 'Your' refers to You as the user of Our Platform.

Each individually a 'Party', and jointly the 'Parties'.

2 OUR ROLE

We are thrilled to bring You the most user-friendly and convenient way to find and book activities for Your kids.

KiddiPlan is an online marketplace: Our primary aim is to help parents/guardians to discover and book child-orientated activities with independent third-party activity providers (the 'Activity Provider').

Once You find an activity/class and wish to enrol Your child, You can make a booking and payment through Our Platform but **the contractual transaction is between You and the Activity Provider.**

KiddiPlan does not provide, own or control any of the services and products that You can access through Our Platform, such as activities, classes, sessions (the 'The Services'). The Services are owned, controlled or made available by the Activity Providers and the contract resulting from the transaction is directly between You and them. We only provide the technology platform to make it happen.

The Activity Providers are responsible for the description and content of the Services listed on Our Platform.

Your interaction with any Activity Provider accessed through Our Platform is at Your own risk and KiddiPlan does not have any responsibility should anything go wrong with Your booking.

The listing of a Service on Our Platform does not in any way imply, suggest, or constitute a recommendation by KiddiPlan of that Service or Activity Provider, or any affiliation between such Activity Provider and KiddiPlan.

KiddiPlan hosts content, including prices, data and images made available by or obtained from Activity Providers. KiddiPlan is in no way responsible for the accuracy, timeliness or completeness of such content. Since KiddiPlan has no control over The Services and does not verify the content uploaded by the Activity Providers, it is not possible for Us to guarantee the prices or any other content displayed on Our Platform.

3 BOOKING THROUGH KIDDIPLAN

If You make a booking through Our Platform for any of The Services, that booking is made with the Activity Provider named on the booking page and Our Platform only acts as a user interface. Accordingly, KiddiPlan has no

responsibility for the booking or The Services because KiddiPlan has no involvement in creating the description of The Services.

As Your booking is directly with the Activity Provider, in addition to this Agreement the individual Activity Provider's terms and privacy policies apply to Your booking so You must agree to, and understand those terms as well.

If You have any issues or disputes around Your booking You agree to address and resolve these with the Activity Provider directly and not with Us.

In the event that the dispute between You and any Activity Provider is not resolved to Your satisfaction, or if the Activity Provider's service is not provided to Your satisfaction, You acknowledge and agree that We shall not be liable to You for any loss or damage suffered by You. YOU HEREBY RELEASE AND HOLD US HARMLESS FROM ANY SUCH LOSS OR DAMAGE OR ANY LIABILITY IN RELATION TO ANY ACT OR OMISSION OF AN ACTIVITY PROVIDER, OR ANY DISPUTE BETWEEN YOU AND AN ACTIVITY PROVIDER.

4 INTELLECTUAL PROPERTY

The Activity Providers and KiddiPlan own all of the text, images, software, trademarks, service marks or other material contained on Our Platform. You will not copy or transmit any of the material. Other non-KiddiPlan product, service, or company designations on Our Platform belong to those respective third parties and may be mentioned in Our Platform for identification purposes only. You should contact the appropriate third party for more complete information regarding such designations and their registration status. Your use of and access to Our Platform does not grant You any license or right to use any of the marks included on Our Platform.

We respect the intellectual property rights of others and We prohibit users from uploading, posting or otherwise transmitting on Our Platform any materials that violate another person's intellectual property rights. If You believe that Your trademark or copyright rights have been violated, please send Us an email notification to the address disclosed in section 13.

5 USE OF OUR PLATFORM

You may only use and register to become a user of Our Platform, if You are of sufficient legal age and can enter into binding contracts.

If You become a registered user, You are responsible for maintaining the secrecy of Your passwords, login and account information. You will be responsible for all use of Our Platform by You, anyone using Your password and login information (with or without Your permission) and anyone whom You allow to access Your account. All information that You provide to Us must be accurate and up-to-date. If any of Your information changes, You must immediately update it. If You have reason to believe that Your account is no longer secure (e.g., loss, theft or unauthorised disclosure or use of Your information or computer or mobile device used to access Our Platform), You must promptly change Your information that is affected.

If You install any software or enable any service that stores information from Our Platform on any mobile device or computer, it is Your responsibility, prior to transfer or disposal of such device, to remove Your information or otherwise disable access to such software or service, in order to prevent unauthorised access to Your information or account.

You may not use Our Platform to make any false, fraudulent or speculative bookings.

By using Our Platform You agree to comply with all applicable laws.

In addition, You agree not to do any of the following without Our prior express written permission:

- i. access the site with any manual or automated process for any purpose other than Your personal use or for inclusion of KiddiPlan pages in a search index. Use of any automated system or software to extract data from Our Platform ('screen scraping'), for commercial or non-commercial purposes, is prohibited;
- ii. violate the restrictions in any robot exclusion headers on Our Platform or bypass or circumvent other measures employed to prevent or limit access to Our Platform;
- iii. deep-link to any portion of Our Platform for any purpose;
- iv. use any device, software or routine that interferes or attempts to interfere with the normal operation of Our Platform or take any action that imposes an unreasonable load on Our computer or network equipment;
- v. reproduce, duplicate, copy, sell, trade, resell or otherwise exploit Our Platform;
- vi. use any feature of Our Platform for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate as determined by Us;
- vii. post or distribute any material on Our Platform that violates the rights of any third party or applicable law;
- viii. use Our Platform to collect or store personal data about others;
- ix. use Our Platform for any commercial purpose;
- x. transmit any ad or promo materials on Our Platform.

We may, at Our sole discretion, at any time and without advance notice or liability, suspend, terminate or restrict Your access to all or any component of Our Platform.

You can always delete Your account by contacting Us.

6 YOU AGREE TO PROTECT US

Subject to this Agreement, You will defend, indemnify and hold Us and each of Our officers, directors, employees and agents, harmless from and against any claim, cause of action, liability, expense, loss or demand, including without limitation reasonable legal and accounting fees, arising out of, or in any way connected with Your breach of this Agreement or the agreements made part of this Agreement by reference, Your breach of any applicable law, and Your use of or access to Our Platform or the Intellectual Property.

7 LINKS

Our Platform may contain links to other websites that We do not operate or control and for which We are not responsible ('Other Websites'). We provide these links for Your reference and convenience and do not endorse the contents of Other Websites and accept no responsibility for them or for any loss or damages that may arise from Your use of them. You should refer to the separate terms of use, privacy policies, and other rules posted on Other Websites before You use them. You agree not to create a link from any website, including any website controlled by You, to Our Platform without Our prior consent.

8 PROMOTIONS AND DISCOUNT CODES

Occasionally We or the Activity Providers might offer promotions or discount codes (the "Promotions").

Our Promotions are subject to the below:

- i. You are not allowed to use more than one Promotion per booking;
- ii. You are not allowed to take benefit from a sign-up offer more than once;
- iii. We reserve the right to withdraw or otherwise limit Our Promotions with immediate effect without any prior notice.

The promotional codes offered by the Activity Providers are subject to their unique terms.

9 GENERAL CLAUSES

Severability: If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

No Agency: You and KiddiPlan are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Website Availability: We will use reasonable care to make the Website available to You at all times, but We cannot guarantee that the Website will be uninterrupted or fault free. Routine and essential maintenance and upgrades may be required from time to time to improve, add functions or restore the Website. Notice may not occur at the time of any of the events listed within this clause.

We may modify this Agreement, for any reason at any time, by posting a new version on Our website. These changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Platform following the posting of modified Terms will be subject to the Terms in effect at the time of Your use. Please review this Agreement periodically for changes. If You object to any provision of this Agreement or any subsequent modifications to this Agreement or become dissatisfied with Our Platform in any way, Your only recourse is to immediately terminate use of Our Platform.

This Agreement shall in all respects be interpreted and governed by the laws of England and Wales.

10 YOUR FEEDBACK

We encourage You to share Your comments and questions with Us, but We may not be able to respond to all of them. Please note that We assume no responsibility for reviewing unsolicited ideas for Our business (like product or advertising ideas) and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future KiddiPlan products or services.

Any and all rights to materials submitted to Us become the exclusive property of KiddiPlan. By submitting Feedback You are granting Us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to freely sublicense) to use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish, excerpt (in whole or in part) and distribute Feedback We receive from You for any purpose, including business, commercial, marketing, advertising, or otherwise.

11 CONTACT

You can contact Us:

- i. By email: team@kiddiplan.com
- ii. In writing: KiddiPlan Ltd, 28 Elsynge Road, London SW18 2HN
- iii. By phone: 020 8088 9900