Go Wild Education Terms and Conditions of Use -Forest School Library Membership

These Terms of Use were last updated on 18th February 2024.

These can and do change from time to time so please ensure that you read them before subscribing to the Membership. When you subscribe to the Membership you are agreeing to our Terms and Conditions of Use. If you have any queries regarding our Terms and Conditions please contact us via email at hello@gowildeducation.co.uk

<u>www.gowildeducation.co.uk</u> is the Website of Go Wild Education Ltd. The following Terms and Conditions of Use will apply between you and Go Wild Education Ltd. when you subscribe to a Membership from www.gowildeducation.co.uk or use the website. These terms do not affect your statutory rights.

1. Terms

By accessing the Online Membership or Website, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this Online Membership or Website are protected by applicable copyright and trade mark law.

2. Online Membership or Website User Licence

Permission is granted to temporarily download one copy of the materials (information or software) on Go Wild Education's Online Membership or Website for personal, non-commercial transitory viewing only. This is the grant of a licence, not a transfer of title, and under this licence you may not:

- modify or copy the materials;
- share, copy or re-purpose the materials for your own commercial use or with others;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);

- attempt to decompile or reverse engineer any software contained on Go Wild Education's Online Membership or Website;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or 'mirror' the materials on any other server;
- cause any of the material on the Online Membership or Website to be framed or embedded in another Online Membership, Course or Website;
- create derivative works from the content of the Online Membership or Website;
- use the Online Membership or Website for commercial purposes.

This licence shall automatically terminate if you violate any of these restrictions and may be terminated by Go Wild Education at any time. Upon terminating your viewing of these materials or upon the termination of this licence, you must destroy any downloaded materials in your possession whether in electronic or printed format.

You agree not to directly or indirectly compete with the business of Go Wild Education during the period of subscription to this Membership. Creating a competing product or service will serve as reason for automatic termination.

3. Disclaimer

The materials on Go Wild Education's Online Membership or Website are provided 'as is'. Go Wild Education makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Go Wild Education does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Online Membership or Website or otherwise relating to such materials or on any sites linked to this site.

4. Limitations

In no event shall Go Wild Education or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Go Wild Education's Online Membership or Website, even if Go Wild Education or a Go Wild Education authorised representative has been notified orally or in writing of the possibility of such damage. Because some

jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Revisions and Errata

The materials appearing on Go Wild Education's Online Membership or Website could include technical, typographical, or photographic errors. Go Wild Education does not warrant that any of the materials on its Online Membership or Website are accurate, complete, or current. Go Wild Education may make changes to the materials contained on its Online Membership or Website at any time without notice. Go Wild Education does not, however, make any commitment to update the materials.

6. Links

Go Wild Education has not reviewed all of the sites linked to its Online Membership or Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Go Wild Education of the site. Use of any such linked Online Membership or Website is at the user's own risk.

7. Site Terms of Use Modifications

Go Wild Education may revise these Terms and Conditions of Use for its Online Membership or Website at any time without notice. By using this Online Membership or Website, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

8. Governing Law

Any claim relating to Go Wild Education's Online Membership or Website shall be governed by English law without regard to its conflict of law provisions.

9. Fees and Refunds

Fees for Memberships are set forth on the Website. We reserve the right to change Membership Fees at any time.

Refunds: In the event that you decide your purchase was not the right decision for you or your business, within 14 days of enrolment, contact our team at

hello@gowildeducation.co.uk and let us know you'd like a refund by the 14th day at 11:59 GMT.

We will **NOT** provide refunds more than 14 days following the date of purchase. After day 14, all payments are non-refundable and you are responsible for full payment of the fees for the Membership regardless if you complete the Membership.

In the instance of an organisation purchasing a Membership for an individual, access to the Membership and its content will be for the individual and is not transferrable. If it is the case that an individual does not complete the Membership, the organisation does not have a right to access the Membership material.

Recurring Payments: You have signed up for a recurring Membership plan and you hereby authorise our continued access to your financial information stored by our third-party financial processing company (Stripe or PayPal) until you terminate your membership, as set forth in your acceptance of the purchase terms upon checkout.

10. Intellectual Property

All images, text, designs, graphics, page layout, icons, videos, logos, taglines, trademarks and service marks are owned by and are the property of Go Wild Education or the properly attributed party. It is a violation of UK law to use any of our intellectual property in whole or in part, and modification of any materials contained on provided in the Online Membership or Website is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including seeking financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately.

You may:

- Access the Online Membership or Website for your individual use
- Download and/or print any Membership materials for your individual use
- Use our trademarks and copyrighted materials with our prior written consent and proper credit and marking, namely, citing Jackie Roby and Go Wild Education as the source of the materials and marking any registered trademarks with ® or common law trademarks with ™.

You may not:

Re-sell or trade your access to the Membership;

- Share the Membership with anyone else who has not yet purchased it or opted to receive it;
- Reprint any portion of the Membership, except as set forth above and for your own individual use:
- Republish any of the Membership, in part or in whole;
- Distribute any of the materials contained in the Membership or related materials and/or communications as your own;
- Reproduce and alter any part or whole of the Membership for distribution as your own work;
- Claim ownership or use over any of our intellectual property without our prior written consent, which includes (but is not limited to): copyrights such as Membership materials, worksheets, workbooks, lessons, videos and more; trademarks such as names, logos, taglines or other unique source identifiers; or trade dress including the look and feel of the Membership (and its related communications and materials);
- Use our Membership or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

Request for Permission to Use Content: If you wish to use, publish or refer to any of our content, Membership(s) or related materials, you must do so by requesting permission prior to commencing use of the same by email us at hello@gowildeducation.co.uk. Permission is not granted until you receive such permission in writing.

11. Liability

Although all Go Wild Education Memberships are conducted by fully qualified and/or experienced Instructors, it is not intended that any instruction provided to the Client(s) during the Membership will in any way qualify that/those Client(s) to instruct any third party. The Client recognises that Wild Education Membership in no way qualifies him/her to teach the Membership content. Go Wild Education therefore accepts no liability for any mishap occurring to third parties taught by unqualified Clients of any Go Wild Education Membership.

12. Complaints

In the unlikely event that a Client has cause for complaint about a Go Wild Education Membership, the complaint should be made to Go Wild Education in writing via email at hello@gowildeducation.co.uk as soon as possible, in order that corrective action can, if

necessary, be taken. If the complaint is about a member of Staff then please contact Go Wild Education who will give information about the Complaints Procedure. The Client accepts that it is unreasonable to take no action during a Membership but to complain later. However, should a complaint not be resolved at source a complaint should be made in writing via email at hello@gowildeducation.co.uk within 28 days or this complaint will not be upheld.