

**MYSTUDYPAL – TERMS OF USE**

**2018/2019**



**myStudyPal**

Plan. Study. Play.

## myStudyPal –Terms of Use 2018/2019

Thank you for choosing myStudyPal.ie!

By using this website and app you are deemed to have read and agreed to the following terms and conditions:

The following terminology apply to these Terms of Use, Acceptable Use Policy and Privacy Policy:

“**You**” or “**Your**” refers to you, the person accessing the website and app and accepting the terms and conditions; “**We**”, “**the Company**”, “**Us**”, “**Our**” and “**Ours**”, refers to StudyPal Limited trading as myStudyPal.ie; “**Services**” refers to the information services provided by the Company through its myStudyPal.ie website and app; “**Our Site**” refers to our website and web application.

### Acceptable Use Policy

Our acceptable use policy sets out the terms under which You agree to access Our Site . This policy applies to all visitors, users and others who access or use Our Site

You may use Our Site only for lawful purposes. You may not use Our Site:

- in such a manner that breaches any local, national, international law or regulation,
- in such a manner that is fraudulent, unlawful or has any unlawful or fraudulent purpose or outcome,
- for any purpose which is harmful or potentially harmful to minors in any way,

In using Our Site You agree:

- that You shall not duplicate, copy or re-sell any part of this site [or app] in breach of our terms of use
- that You shall not duplicate, copy or re-sell any part of this site [or app] or its content for commercial use that You must exercise your own judgement regarding the accuracy of information provided on the website. We cannot guarantee that all of the content on Our Site is complete, accurate or up to date.
- that You are responsible for your own internet security when using Our Site
- that You shall not access, interfere with, damage or disrupt:
  - any part of Our Site
  - any equipment or network on which Our Site is stored,
  - any software used in the provision of Our Site or
  - any equipment or network or software owned or used by any third party.

### Privacy Policy

Our Privacy Policy is part of the Terms. See [insert link] for the full policy.

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### Your Account with myStudyPal.ie

When You create an account with Us, You must provide Us with the information requested (name, email, school, exam level) which must be accurate and nonfraudulent. You may not impersonate another person at any time. You may not share your myStudyPal.ie account with another person.

In order to comply with the new Digital Age of Consent of 16, it is our policy not to collect the Personal Data of anyone below the age of 16 without their parent's explicit consent. In order for a child under the age of 16 to use the app, they must be signed up by their parent or legal guardian using the Parent's Sign Up & Consent Form ("**Parents Sign Up Consent Form**"). If we learn that we have collected personal data of a child under the age of 16 without their parent's consent, we will delete the information promptly. If you believe that a child under the age of 16 may have provided us personal data, please contact us at [privacy@myStudyPal.ie](mailto:privacy@myStudyPal.ie) immediately.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with myStudyPal.ie or a third-party service.

You agree not to disclose Your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

If you are registering with Us under a schools licence You may not share the code with a student from another school or with a student in Your school who is not covered by the licence. Failure to observe this condition may result in Your account being terminated.

We reserve the right at any stage to terminate an account. You may cancel your account at any time.

### Subscription

Your Subscription is for a period of 12 months from the date that We receive payment.

A valid payment method, including credit [or debit – check with Stripe] card, is required to process the payment for Your Subscription. You shall provide us with accurate and complete billing information, including the information requested by Us or Our payment contractor. By submitting such payment information, You automatically authorize Us to charge all Subscription fees incurred through Your account to any such payment instruments.

Payment methods by schools for licences granted for use by their students is by agreement with Us. School licences are for the period set out in the invoice, beginning on the date payment is received by Us, and is only for the number of students specified in the invoice. It is the responsibility of the school to distribute the codes to the relevant students.

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### Free Trial

From time to time, We may, at our sole discretion, offer a free trial for a limited period of time ("Free Trial"). At the end of the Free Trial period You may be invited to continue to use the Service on payment of the relevant Subscription fee at that time.

At any time and without notice, We reserve the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

### Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees for its Services. Any Subscription fee change will only become effective for current subscribers if You choose to renew your subscription for a further period.

### Refunds

If You are dissatisfied with the service You have received please contact us at [info@myStudyPal.ie](mailto:info@myStudyPal.ie). Certain refund of Subscription requests may be considered by the Company on a case-by-case basis and granted at Our sole discretion. No refunds will be granted if it is discovered that the use of the site breached these Terms for Our Site. This does not affect Your statutory rights. No refunds will be granted where after You have subscribed for the service and subsequently You are included in a licence granted to Your school.

### Links To Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, Your right to use the Service will immediately cease. If You wish to terminate your account, you may simply discontinue using the Service.

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### Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. You are responsible for evaluating the accuracy, and fitness for purpose of all information, including but not limited to course topics and subtopics, timetables, text, study guides, downloads and programs. While every effort has been made to ensure that the information contained on Our Site is accurate, We cannot guarantee that the website and app are complete, accurate or up-to-date.

The Service is provided without representation or warranty of any kind, whether express or implied. Although Our Services are provide to the best of Our ability, for the avoidance of doubt and without limitation to the foregoing, the Company its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### Limitation Of Liability

To the fullest possible extent permitted by law, in no event shall the Company, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any damages, whether direct or indirect, incidental, special, consequential or punitive, including without limitation, loss of profits, data, use, or other intangible losses, damage to Your computer, software or data, arising out of or in connection with Our Site or Services.

### General

These Terms shall be governed and construed in accordance with the laws of Ireland..

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### Changes to Terms

We reserve the right, at Our sole discretion, to modify or replace these Terms including the Acceptable Use Policy and Privacy Policy at any time and by continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms.

Any changes to Our Terms of Use and any or all Agreements will be posted on Our 10 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

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### Contact Us

We have a number of email addresses for different queries to help us assist you more effectively:

General queries	<a href="mailto:info@myStudyPal.ie">info@myStudyPal.ie</a>
Customer support	<a href="mailto:support@myStudyPal.ie">support@myStudyPal.ie</a>
Privacy queries	<a href="mailto:privacy@myStudyPal.ie">privacy@myStudyPal.ie</a>

StudyPal Limited is registered with the Companies Registration Office in Ireland, registration number 622359 and with a registered office at 90 Harcourt Street, Dublin 2, D02 CR98.

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