

The Maestro Online Ltd

PLATFORM TERMS OF USE AND END USER LICENCE AGREEMENT

Version May 2024

PLEASE READ THESE TERMS CAREFULLY. BY USING THE PLATFORM YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

1 WHO WE ARE AND WHAT THIS AGREEMENT DOES

1.1 We are The Maestro Online Limited. We're a company registered in England and Wales with company number **14755417**. Our registered office is at 35 Knaith Close, Yarm, TS15 9TL.

1.2 We operate a platform (the "**Platform**") which provides users with access to e-learning, informational and/or instructional audio-visual content delivered by celebrities or other well-known experts (the "**Content**").

1.3 These terms:

1.3.1 form a binding legal agreement between you, as a user of the Platform, and us;

1.3.2 govern your use of the Platform and the terms and conditions by which you can use the Platform and purchase, subscribe for and/or access the Content; and

1.3.3 apply whether you access the Platform through our website (at www.the-maestro-online.com).

1.4 We license you to use and access:

1.4.1 the Platform;

1.4.2 your Permitted Content (see paragraph 2); and

1.4.3 any other material ancillary to the foregoing, including general information on our website,

in each case subject to the terms and conditions set out in these terms. You are not licensed or permitted to use the Platform or any Content in any other manner.

1.5 If you have any questions about these terms or wish to contact us you can reach us:

1.5.1 using the 'Contact' page of our website; or

1.5.2 by email at robin@the-maestro-online.com

2 PURCHASING CONTENT

2.1 Most of our Content requires a fee to be paid before you can access it. This may be:

2.1.1 a fee paid for certain Content (in which case you will have purchased a one-off, personal licence to view that Content according to these terms and any terms applicable to that Content or purchase which may be separately communicated to you at checkout); or

2.1.2 a fee paid for the purchase of a subscription, which will give you a limited-time licence to view certain Content for as long as your subscription remains active, subject to any terms and conditions applicable to that subscription which will be communicated to you at checkout.

2.2 We may also decide from time to time to allow you to access certain Content for free (for example as part of a promotion or trial period). We can remove access to this Content at any time for any or no reason.

2.3 In these terms, Content which you have the right to access (because you've purchased a licence to access it, because you have purchased a subscription which entitles you to access it, or because we decide to offer it for free from time to time) is called "**Permitted Content**".

2.4 All payments and purchases are non-refundable and cannot be returned, except that where you purchase Content, you have a 14 day right to change your mind and get a full refund on your digital content by contacting us and letting us know that you wish to cancel the contract formed by these terms. Please note, however, that you do not have this right to cancel:

2.4.1 once any Content has been started; or

3 YOUR PRIVACY

3.1 Under data protection laws, we are required to provide you with certain information around our use of your personal data, including how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. We do not share data outside of our organisation. We use data to communicate with you via newsletters (which you may opt out of at any time) and to process your subscription.

3.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

4 ADDITIONAL TERMS

Sometimes there will be terms and conditions in addition to these terms which apply to your relationship with us, or your use of the Platform. These may include:

4.1 the terms and conditions of use applicable to your use of any device or web browser through which you access the Platform;

4.2 additional or bespoke terms and conditions of purchase or subscription which will be communicated to you at the point you make that purchase or subscribe for that subscription; and

4.3 the terms and conditions of any promotion or competition which we may run from time to time, which will be communicated to you before or when you sign-up for that promotion or competition.

5 OPERATING SYSTEM REQUIREMENTS

5.1 You must have a valid account on the Platform in order to use it and in order to purchase and watch any Content.

5.2 It is your responsibility to make sure your equipment, systems and connectivity are suitable to enable you to access the service before you purchase a course. We will not be responsible for any inability to use the Platform (or any particular functionality thereof) or access any Content due to your hardware and/or software not meeting these requirements.

5.3 You are responsible for any costs or other charges or expenses from your internet service provider or network operator in relation to your internet service, your mobile service and any use of the Platform.

6 SUPPORT FOR THE PLATFORM AND HOW TO TELL US ABOUT PROBLEMS

6.1 If you want to learn more about the Platform or have any problems using it, please email robin@the-maestro-online.com.

6.2 Contacting us (including with complaints). If you think the Platform is faulty or misdescribed, you are having any technical difficulties, or you wish to contact us for any other reason, please contact us using one of the methods set out in paragraph 1.5 above.

6.3 How we will communicate with you. If we have to contact you we will do so by email using the contact details you have provided to us.

7 HOW YOU MAY USE THE PLATFORM, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

7.1 In return for your agreeing to comply with these terms you may:

7.1. stream (in the case of a website) our Platform and stream any Permitted Content through the Platform, in each case on one device at a time and for your personal, non-commercial and domestic purposes only.

7.2 receive and use any free supplementary software code or update of any mobile application software we offer from time to time incorporating "patches" and corrections of errors as we may make available to you. We will try to undertake scheduled maintenance during times when we anticipate that online use is lower than normal. However, we may undertake emergency maintenance and/or suspend access to the Platform where we reasonably think the need to do that outweighs any inconvenience of our users (for example to fix an urgent security flaw).

8 YOU MUST BE 18 TO ACCEPT THESE TERMS AND PURCHASE OR ACCESS CONTENT

8.1 You must be 18 or over to accept these terms, use the Platform and purchase Content.

8.2 You acknowledge and agree that certain Content may be subject to an age rating and you undertake to ensure that nobody under the required age views such Content.

9 CHANGES TO THESE TERMS

9.1 We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

10 UPDATES TO THE PLATFORM AND CHANGES TO THE SERVICE

10.1 From time to time we may automatically update the Platform to improve performance, enhance functionality, reflect changes to our hardware or software or address security issues. Alternatively, we may ask you to update any mobile application we offer from time to time for these reasons.

11 IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

11.1 If you stream the Platform onto any computer, phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the device.

12 WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

12.1 By using the Platform, we may collect and use technical information about the devices you use the Platform on and related software, hardware and peripherals to improve our products and to provide any Content and services to you. More information is available in our Privacy Notice

13 WE ARE NOT RESPONSIBLE FOR LINKED CONTENT

13.1 The Platform may contain links to other independent websites such as video hosting and interactive software. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

13.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

14 LICENCE RESTRICTIONS

14.1 You agree that you will:

14.1.1 keep your login credentials secure, not give them to any third party, and promptly notify us if you believe that somebody else has access to them;

14.1.2 comply with our reasonable instructions regarding your use of the Platform and your use and viewing of any Permitted Content;

14.1.3 not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or any Content in any form, in whole or in part to any person without prior written consent from us;

14.1.4 not copy, download, lend, hire, broadcast, stream or display to the public, capture or rip, archive, share or distribute the Platform, any Content or any other materials on our website(s) or mobile application(s), except as part of the normal and permitted use of the Platform (e.g. to use any 'download to own' feature which we may offer from time to time);

14.1.5 not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform, Content or any other material on our website(s) or mobile application(s), nor permit them (in whole or in part) to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform and access Permitted Content as permitted by these terms (e.g. through a third party web browser). This includes the use of through-linking, framing and similar such methods;

14.1.6 not create or seek to create any works or materials derived from or based on the Platform or any Content;

14.1.7 not remove or seek to remove any copyright information or proprietary notices from the Platform or any Content;

14.1.8 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform or any Content nor attempt to do any such things, except to the extent that such actions cannot be prohibited by law;

14.1.9 not circumvent or seek to circumvent any digital rights management tools or technological protection measures relating to the Platform or any Content; and

14.1.10 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform.

14.2 We use security and digital rights management technology to protect Content from unauthorised use and copying. You agree that you will not seek to obtain, view

or otherwise use any Content which is not Permitted Content, and you must not penetrate, remove, or otherwise alter or interfere with any such security measures, or attempt to do so, or assist any other person in doing or attempting to do so.

15 ACCEPTABLE USE RESTRICTIONS

You must:

15.1 not (and not allow any other person to) use the Platform or any Content: (i) in any unlawful or immoral manner, (ii) for any unlawful or immoral purpose, (iii) in any way which is or may reasonably be regarded as causing distress, harm or offence or being defamatory or harmful to any third party, us, our Platform, any Content or our brand, or (iv) in any manner inconsistent with these terms;

15.2 not act fraudulently or maliciously, for example, by using somebody else's login credentials, ripping or otherwise procuring unauthorised access or making unauthorised copies of the Content, or by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform or any Content;

15.3 not infringe our intellectual property rights or those of any third party in relation to your use of the Platform and any Content;

15.4 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform;

15.5 not seek to block, disable, obscure or impair any promotional material, sponsorship material or advertising on our Platform;

15.6 not use the Platform or any Content in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

15.7 not collect or harvest any information or data (including metadata) from the Platform or our systems or attempt to decipher any transmissions to or from the servers running the Platform. This includes scraping any content, material or data on our Platform.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 All intellectual property rights in the Platform, the Content and any other materials on our website(s) or mobile application software(s) throughout the world belong to us (or our licensors) and the rights in the Platform and the Content are licensed (not sold) to you. You have no intellectual property rights in, or to, the Platform, the Content or any other such material other than the right to use them in accordance with these terms.

16.2 Without prejudice to the preceding paragraph, you acknowledge that with regards to The Maestro Online logo and business name, you will acquire no rights in or to the same.

17 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

17.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

17.2 Defective Permitted Content. If any Permitted Content you have purchased is faulty, you are entitled to request that this is rectified within a reasonable timeframe.

17.3 We are not liable for business losses. The Platform is for domestic and private use only. If you use the Platform for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.4 Please back-up data used with the Platform. We recommend that you back up any data used in connection with the Platform, to protect yourself in case of problems with the Platform. This does not extend to you making any copy of the Content, which you do not have the right to do unless and to the extent that we offer a 'download to own' feature from time to time, and then in accordance with any additional terms which apply to that feature.

17.5 Check that the Platform and Content is suitable for you. The Platform and Content have not been developed or produced to meet your individual requirements. Please check that the facilities and functions of the Platform and the description of any Content meet your requirements prior to using, purchasing, subscribing for, and accessing them.

17.6 We are not responsible for events outside our control. If our provision of the Platform or any Content is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Permitted Content you have paid for but not received.

17.10 Bugs and Errors. The Platform relies in part on software to work. Although we take care in developing out Platform, all software has bugs or potential for bugs. We cannot guarantee that the Platform or any individual feature of the Platform will be error free, available all the time and/or free from viruses. However, we will always seek to rectify any issues brought to our attention within a reasonable timeframe.

18 DELETING YOUR ACCOUNT

18.1 You can delete your account using the links on the user section of our website or by contacting us (robin@the-maestro-online.com). When you delete your account,

most of your personal data will be deleted (see our Privacy Notice for more information).

18.2 If you delete your account, your purchase history may be deleted, and this means that you will not be able to access any Permitted Content which you have previously purchased. This includes if you delete your account before your subscription period has expired (if applicable). You waive and forfeit your rights to the Content in these circumstances and acknowledge that we will not be able to recover your account or your access to Content you may have purchased, even if you subsequently sign-up for a new account.

19 THE DURATION OF THESE TERMS

19.1 These terms constitute a contract between you and us relating to your use of the Platform and any Content which you may purchase or otherwise have access to from time to time.

19.2 That contract continues for as long as: (i) you use our Platform; or (ii) you have access to any Content (whichever is longer). You can terminate the contract sooner by deleting your account in accordance with paragraph 18 above. We can terminate the contract sooner if you break these terms, as set out in paragraph 20 below.

20 IF YOU BREAK THESE TERMS

20.1 We may terminate the agreement constituted by these terms (and so end your rights to use the Platform and access any Content (including Permitted Content)) at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

20.2 If we end your rights to use the Platform or access any Content:

20.2.1 you must stop all activities authorised by these terms, including your use of the Platform and access to any Content (including Permitted Content);

20.2.2 you must delete or remove the Platform from all devices (to the extent downloaded) in your possession and immediately destroy all copies of the Platform and Content (to the extent downloaded) which you have and confirm to us that you have done this; and

21 WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

21.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

22 YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

22.1 We are giving you personally the right to use the Platform and access any Permitted Content. Whilst you may of course watch the Permitted Content with

others (but never as part of a public display), you may not otherwise transfer your rights in the Platform or any Permitted Content to someone else, whether for money, for anything else or for free.

22.2 You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

22.3 To the extent that any rights we license to you relate to any mobile application software and any updates or supplements thereto, you may not transfer such rights to another person.

22.4 If you sell any device on which the Platform is installed or any Content is downloaded, you must remove the Platform or such Content first.

23 NO RIGHTS FOR THIRD PARTIES

23.1 No-one other than a party to this contract has a right to enforce these terms.

24 IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

24.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25 EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

25.1 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

26 WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

26.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the digital products you may have bought in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the digital products you may have bought in either the Northern Irish or the English courts.

27 COMPLAINTS, POLICIES, AND ALTERNATIVE DISPUTE RESOLUTION

27.1 All complaints should be made to robin@the-maestro-online.com and we will seek to resolve issues within a reasonable time.

27.2 For information or after-sales support, you are always welcome to contact robin@the-maestro-online.com