

E-learning End User Agreement

Tellus Education Group Ltd (Trading as Tellus College & Meridian School of English): Referred to in this Agreement as "TEG"

PLEASE READ THESE TERMS CAREFULLY

Before registering or browsing any page of TELLUS EDUCATION GROUP Ltd (including accessing any course materials, discussion forums, or using other e-services), please be sure to read carefully and fully understand the user agreement (hereinafter referred to as the "Terms of Service"), privacy policy.

In order to enrol your child on the English Language Course and use the e-learning platform, you need to complete and sign during the registration a written parental consent to use teacher-led classes (whether group or private), (b) have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws. If we learn that you are under 18 and taking part in teacher-led, without a written parental consent, we will have the right to terminate all of your classes and/or disable your account. You also warrant that any registration information that you submit to us is true, accurate and complete, and you agree to keep it that way at all times.

BY REGISTERING OR BROWSING ANY PAGE OF THE TEG PLATFORM YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE PLATFORM.

Brief introduction of TELLUS EDUCATION GROUP

TEG provides learning support for students, including: (1) Live classes, (2) studying units consist of graphics, videos, discussions, assignments, etc.; (3) video downloading and offline viewing; (4) Interaction between teachers in the Notice Board and discussion area.

Your privacy

We only use any personal data we collect through your use of the Platform in the ways set out in our privacy policy. However, please note that personal data that you upload when using the Platform may be transferred and stored outside the United Kingdom and the European Economic Area.

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

User accounts and permissions

To fully participate in the activities of this platform service, you are required to provide your name, email address and user password to create a user account (hereinafter referred to as "user account"). If the information you fill in is incomplete, you will not be able to use the service or it will be restricted during use. You agree not to disclose or share your user account information to third parties under any circumstances. TEG specially reminds you that you should keep your user account and password safe, and when you are finished using it, you should always log out. Your improper storage may result in theft of passwords and consequence of theft of passwords, and you shall be responsible for it. When setting up your user account, you may be asked to enter additional optional information (such as your address). You should confirm that all the information you provide is

accurate and up to date. You agree to maintain and update personal information to ensure that it is accurate and up to date.

We attach great importance to the confidentiality and security of your personal information. Please review our privacy policy to learn more about what information the school collects online and how to use this information.

Network behaviour norms

You agree to be responsible for your use of this platform and the content posted by your accounts. "User-posted content" refers to all content that you and other users of this platform submit, post, publish, and distribute on this platform, including but not limited to posts, comments, videos, and uploaded files. You agree that you will use this platform in accordance with these Terms of Service, and all applicable laws and regulations, and shall not use this platform to engage in violations of laws or regulations. You agree to respect the local social ethics, morals and customs. If your behaviour violates the provisions of this article, you shall bear all legal and related administrative responsibilities for this. The relevant national agency or institution may file a lawsuit, fine or take other sanctions against you, and request TEG to provide online assistance. If any damage is caused to TEG or others, you shall be prosecuted according to law, and TEG shall not bear any responsibility.

As one of the conditions for your use of the TEG service, you must not use this platform in any way that attempts to damage, disable, overload or damage the school online server and the website connected to TEG server, or affect the use of this platform by others. You must not attempt to gain unauthorized access to this platform, other accounts, software and hardware systems and the network connected to the online server of the school through hacking, password cracking or any other means. You shall not obtain or attempt to obtain the materials and information stored on this platform, server, and related computers through any improper means.

This platform strictly prohibits the following content:

- Content that defames, harasses or threatens others;
- Discussing the content of illegal activities you are trying to engage in;
- Content that violates the intellectual property rights of others and other legal rights related to intellectual property rights;
- Vulgar, pornographic, obscene, violent and illegal content;
- Advertisements or other forms of commercial promotion;
- Content related to political activities;
- Viruses, Trojan virus, worms, packet bombs, tampered files, malware, spyware, or other content that may harm the operation or property of others' computers;
- Content that maliciously fabricated or intentionally mislead others.

In addition, you agree not to grab or download the content of this platform in bulk, including but not limited to the user list or directory on the system, online teaching materials, user published content or user information. When using this platform, you must not impersonate or attempt to impersonate someone else's identity.

How you may use the Platform

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

- view, use and display the Platform on your devices for your personal usage.
- use any Documentation to support your permitted use of the Platform; and
- use the Content in accordance with our copyright policy.
- We are giving you personally the right to use the Platform as set out above. You may not otherwise transfer the Platform, or permit access to the Platform via your profile or otherwise, to a third party, whether for money, for anything else or for free.
- You are responsible for maintaining the confidentiality and security of your password and username for the Platform, and must contact us immediately in writing if you know or suspect that your account has been accessed by a third party.
- You are also responsible for supplying all equipment, internet access and bandwidth needed to properly access and use the Platform.

Changes to these terms

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

We will give you at least 7 days' notice of any change by sending you an email with details of the change.

If you do not accept the notified changes you will not be permitted to continue to use the Platform.

Changes to the Platform

From time to time we may, by releasing updates, automatically change the Platform to improve performance, enhance functionality, reflect changes to the operating system or address security issues, as well as suspend access to the Platform.

We are not responsible for other websites to which we link to

The Platform may contain links to other independent websites which are not provided by us. 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).

You will need to make your own independent judgement about whether to use any such independent sites.

Intellectual Property Rights

All Intellectual Property Rights in the Platform throughout the world belong to us (or our licensors) and the rights in the Platform are licensed (not sold) to you. You have no rights in, or to, the Platform other than the right to use it in accordance with these terms.

Unless marked as belonging to the public domain, the content of this platform is protected by the Copyright Laws of the United Kingdom and other countries. Unless otherwise specified in this platform, the courseware, test materials, videos, pictures and other course materials provided by this platform are only for your personal use when studying related courses.

Some reference documents, digital textbooks, articles and other information of this platform can be used after obtaining the permission of a third party, and the use of this information must comply with the relevant rules and terms published with it. You are deemed to agree to abide by all the aforementioned rules and terms if using this platform.

You agree to reserve all copyrights and other notices on the content you obtained from this platform. Without express authorization, all rights to this platform and its contents are reserved. Without the written permission of the relevant right holder, you may not use or create related derivative works in any form.

You agree not to make any representation, promise, warranty or other statement of fact about the Platform that is not expressly set out in the Documentation. You agree that you will not make any representation, promise or warranty or other pledge, or incur any liability, on its behalf or purport to pledge its credit or make any contract binding on us.

User's posted content

Users' published content related statements and warranties. By submitting or distributing your user-posted content, you confirm, state and warrant that: (1) You possess or obtained the necessary rights, permission, consent and/or authority to copy and publish the user-posted content and authorize the school to online and its Users copy, modify, publish and use and distribute your user-published content in other ways that you permit; and (2) whether you submit user-published content or perform the foregoing authorization, you will not infringe the rights of any third party. You (NOT TEG) assume full responsibility for the content posted by you, the consequences of its publication or publication, and the aforementioned authorization.

Trademarks and other marks

The designation, logos, and seals of TELLUS EDUCATION GROUP are specific trademarks or marks. Similarly, the designation, logos and seals of any University, accreditation bodies, organisations or Publishers are all specific trademarks and other marks. You may not use any of the above trademarks, other marks, or variations thereof without the owner's prior written consent. You may not use any of the above-mentioned trademarks or their variants for promotional purposes, nor can you claim, imply, or cause others to be affiliated with or endorsed by such organizations in accordance with the above-mentioned trademark owners' own judgment or intentional or negligent

use any of the above-mentioned trademarks or their variants in a manner of representation or impression.

Trademarks (if any) on or displayed through the services of the platform which are not owned by TELLUS EDUCATION GROUP are the property of their respective owners.

Nothing in this platform should be interpreted as expressly or implicitly or otherwise authorized to use any trademark displayed on this platform without the written consent of the trademark owner.

If the right owner believes that the content of this platform violates its legal rights, the right owner should immediately contact TEG.

Circumstances in which we may end your rights to use the Platform

We may end your right to use the Platform and/or restrict access to, disable (on a permanent or temporary basis) remove, delete and/or destroy any Content at any time if:

- you have broken, or we reasonably suspect that you have broken, the terms of this agreement; or
- for any other reason we may choose (in our absolute discretion).

If we terminate the Platform and/or end your rights to use the Platform you must stop all activities authorised by these terms, including your use of the Platform.

No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Disclaimer / Limitation of Liability

This platform and any information, content or services provided by it are "as is" without any express, implied or other forms of warranty, including but not limited to marketability, applicability and non-infringement for specific purposes Any implied warranties, except those implied by applicable law that do not allow denial.

You understand and agree that the services of this platform are provided in accordance with the status quo that can be achieved by existing technology and conditions. TEG will do their best to provide services to you, but cannot always foresee and prevent legal, technical and other risks, including but not limited to force majeure, viruses, Trojans, hacker attacks, system instability, service interruptions, data loss, and other losses and risks that may be caused by defects in third-party services, government actions, and other reasons. TEG do not guarantee that there will be no interference or errors in the operation of this platform, that there is no virus or other harmful content in this platform, and that the courses or content provided by this platform meet your needs and expectations.

You are solely responsible for the whole risk of using the platform and the content and services you receive through the platform. You decide whether to access the platform or any reference application, or download information, materials or data through the application at your own risk, and you shall be fully responsible for the damage of your property (including mobile phone system) or data loss caused by downloading or using such materials or data, with the exception of those stipulated in the privacy policy of TEG.

Disclaimer of published content by users. You understand that when using this platform, you will come into contact with users' published content from various sources, and you agree that TEG do not have to be responsible for the accuracy, practicability, reliability or intellectual property rights related to the user's published content. You further understand and confirm that you may come into contact with inaccurate, unpleasant, defamatory, inappropriate or offensive users' published content, and you agree to hereby waive any rights or remedies you have or may have on TEG related to the above content. Neither TEG nor any member of TEG support any opinions, recommendations or suggestions expressed in the content published by any user. Neither TEG nor any member of TEG are obliged to monitor any user's published content or any other user's communication through the platform.

However, TEG reserves the right to review the user's published content at any time and for any reason and to edit or delete any user's published content in whole or in part at its own discretion, as well as the right to allow members of TEG to do the foregoing. On the premise that the foregoing provisions continue to be effective, after receiving the notice from the user or content owner claiming that the content published by a user does not conform to the terms of service, TEG has the right to investigate such claim and decide whether to delete the content published by the user according to its own judgment (TEG reserves the right to conduct the above-mentioned acts at any time without notice). Meanwhile, TEG has the right to take measures including but not limited to terminating your right to use the platform and pursuing legal liabilities according to the nature of your actions.

Link to other websites. This platform may contain hyperlinks maintained or controlled by others, and TEG and its members shall not assume any responsibility for any platform or service content or use of any platform or service that may be provided by such websites, and will not regularly screen, examine, review or approve such content or its use. If you decide to visit the linked third-party website, you shall bear all risks.

To the maximum extent permitted by applicable law, you agree that TEG and any member of TEG shall not be liable for any actual or indirect loss you suffer as a result of or in connection with: (1) the terms of service; or (2) you or any third party use the platform or fail to use the platform; or (3) you publish content on this platform; or (4) the information you obtain relying on or through this platform, regardless of whether your claim is based on contract law, tort law or other laws and regulations.

In particular, to the maximum extent permitted by applicable law, neither TEG nor any of its members shall be liable for any indirect, punitive, special or incidental damages, whether foreseeable or not, nor for any negligence or fault of TEG or any of its members (including but not limited, claims of defamation, error, loss of profit, loss of data or interruption of data provision).

Indemnification

You agree to indemnify TEG, members of TEG and their respective branches, affiliates, managers, staff, students, research institutes, members of the management committee, agents and employees to protect them from loss arising out of any third party claims, lawsuits or requests, resulting from or in any way related to your use of the platform, including but not limited to any and all liabilities or expenses of any kind or nature caused by claims, actual or indirect losses, litigation, judgments, litigation costs and attorney's fees. In such case, TEG or any member of TEG will inform you in writing of such claim or lawsuit.

Miscellaneous

The right of termination; to suspend courses and content. You agree that TEG has the right to terminate your use or participation of this platform for any reason or without any reason at its sole discretion, just by notifying you. It is a basic principle that under appropriate circumstances, TEG terminate the users of this platform who repeatedly infringe the copyright. TEG and its members reserve the right to cancel or postpone any course offered through TEG, or reschedule courses, or adjust the course format, or stop providing part or all of the content or related services of this platform at any time at their own discretion, and you agree that TEG and any TEG member shall not be liable to you for the above behaviours. If you do not want to participate in this platform, you can terminate at any time. The rights granted to you by the terms of service will terminate with the termination of your right to use the platform, but other agreements in the terms of service will continue to be valid after such termination.

Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the platforms in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Platform in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Platform in either the Northern Irish or the English courts.