

These Terms of Service (“Terms”) are a legal agreement between you and WellBee Group CIC. (“WellBee Group CIC,” “us,” or “we”) regarding your use of services available at [www.wellbeekids.com](http://www.wellbeekids.com), including any downloadable software program that you are accessing or installing on your device or personal computer and the services available through that software program (together, the “Service”).

BY USING ANY PORTION OF THE SERVICE, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE. If you are using the Service on behalf of your employer, you represent that you are authorized to accept these Terms on your employer’s behalf.

### **Service Description**

The Service is a children’s yoga and mindfulness activity and video platform. Users of the Service users may log in to access content. Some users may also sign up to receive our WellBee Activity Box.

### **Eligibility**

The bill payer (you) must be 18 years of age or older to sign up for this Service. You represent and warrant that any profile information you submit is true and accurate and that you are 18 years of age or older and are fully able and competent to enter into, and abide by these Terms. Whilst the Service is not intended for children, you represent all personal information given not any individuals under the age of 18. Use of the Service is void where prohibited.

### **Account**

In order to use the Service, you must create an account. When registering for an account, you must provide accurate and complete information and promptly update this information to keep it current. If you provide any information that is inaccurate or incomplete, or we have reason to believe that the information is inaccurate or incomplete, we may suspend or terminate your account and your use of Service.

You are solely responsible for all activities that occur through your account. To protect your account from unauthorized use, do not provide your username or password to anyone else. Please notify us immediately of any unauthorized use of your account or any other breach of security by sending an email to [hello@wellbeekids.com](mailto:hello@wellbeekids.com).

### **Ownership; Trademarks**

We, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to the Service. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you.

WellBee Kids is a trademark of WellBee Group CIC. Other product, brand, and company names and logos used on the Service are the trademarks or registered trademarks of their respective owners. Any use of any of the marks appearing on the Service without the prior written consent of the owner of the mark, as appropriate, is strictly prohibited.

### **Fees**

Certain content offered through the Service is available to you for a fee (“Paid Content”). WellBee uses a third-party payment processor (the “Payment Processor”) to link your credit card account to the Service. The processing of payments or credits, as applicable, in connection with your use of the Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your

credit card issuer in addition to these Terms. WellBee is not responsible for any errors by the Payment Processor. In connection with your use of the Service, WellBee will obtain certain transaction details, which WellBee will use solely in accordance with its Privacy Policy.

### **Access; Modifications to the Service**

WellBee does not provide you with the equipment to use the Service. You are responsible for all fees charged by third parties to access and use the Service (e.g., charges by ISPs or mobile carriers).

WellBee reserves the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. WellBee will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

### **Privacy**

WellBee collects registration and other information about you through the Service. Our collection and use of this information is described in the WellBee Privacy Policy, which is incorporated into these Terms and available at <http://www.wellbeekids.com/privacy>

### **Feedback**

If you provide feedback to WellBee regarding the Service ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize WellBee to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to WellBee a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.

### **Changes to Terms**

We reserve the right to modify these Terms from time to time. If we modify these Terms, we will indicate that we have done so on the WellBee website at <http://www.wellbeekids.com/terms> or otherwise provide you notice. It is your responsibility to review these Terms regularly. Use of the Service after the effective date of a modification constitutes your acceptance of any modified Terms.

### **Termination**

You may terminate your use of the Service at any time by terminating your account and deleting any WellBee software from your device or personal computer. Termination of your account is your sole right and remedy with respect to any dispute with WellBee regarding the Service or these Terms. WellBee may suspend or terminate your access to the Service at any time, for any reason. If WellBee suspects that you have violated any provision of these Terms, WellBee may also seek any other available legal remedy. Your rights under these Terms will terminate automatically if you fail to comply with any of these Terms. Upon termination, you must destroy or delete any copy of WellBee software in your possession. You remain solely liable for all obligations related to use of the Service, even after you have stopped using the Service. Neither WellBee nor any of its licensors, suppliers, or publishers are liable to you or to any third party for any loss caused by any termination of the Service or termination of your access to the Service.

### **WellBee Membership**

You can become a WellBee Member by signing up to pay monthly or annual fees for unlimited access to our "Online Content" and/or "WellBee Box". Both services are available based on the specific offers as part of the WellBee Membership options.

## **Recurring Billing**

The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. We automatically bill your payment method each month on the calendar day corresponding to the commencement of your paying membership. We reserve the right to change our billing timing, in particular, if your payment method has not successfully been charged.

## **No Refunds**

Payments are non-refundable and there are no credits for partially used periods. Following a cancellation, however, you will continue to have access to your WellBee Online Membership through the end of your current billing period. If you are on a WellBee Box Membership and payment has already been taken for that period, you will still receive the box on the allocated day as per your initial agreement and no refunds can be given.

## **Cancellations**

You may cancel your WellBee Membership at any time for any reason. To cancel your recurring subscription, please visit your membership settings at <https://www.wellbeekids.com/account>. Following a cancellation, you will lose access to all online content at the end of your billing period. If you choose to sign back up as a member, your billing date will update to the day you paid.

## **Invoice Payments (Schools)**

WellBee Kids offers a paid membership plan for schools. This plan gives schools access to additional content on the WellBee website in return for payment. To sign up for this membership, schools must complete the online registration form. Submitting this form requires no immediate payment, but does indicate that you are agreeing on a confirmed binding agreement on behalf of the school. An invoice will then be raised and should be paid within 30 days. Failure to pay this invoice within the 30-day timeframe may result in limited access to the service.

## **Liability**

Those under the age of 18 must be accompanied by an adult aged 18 years or over at all times when using and participating in this site. This adult agrees to the terms and conditions set out in this document and understands that they are responsible for the health and safety of the children or young people whom they accompany.

By using this site, you agree that you are fit and well enough to do so. You agree that if you are unsure about your physical ability to participate, you will contact your GP for advice. You also agree that, when taking part in any WellBee Kids Activities, whether fitness-based or otherwise, you and those you are responsible for will participate safely within your own limits and capabilities.

You agree to make sure that the area in which you and those are responsible for conduct, participate in or view the exercise is safe for such participation and is clear of all obstacles or any object that could cause physical harm. It is the responsibility of the adult to ensure that the area of participation fully complies with any health and safety regulations, standards or policy appropriate or applicable to that area, and that full compliance with health and safety policy. By participating in any element of the WellBee Kids site, you are agreeing that you, or anyone you are responsible for, will stop exercising immediately if you/they should feel ill or faint or experience any other detrimental physical effects from taking part in the exercise. You confirm that in this eventuality, a suitable health professional will

be contacted to investigate any symptoms or physiological problems, and exercise will not commence unless that suitably qualified health professional has given permission to do so.

PLEASE NOTE THAT THE EXERCISES CONTAINED ON THE WELLBEE WEBSITE ARE MEANT AS A GUIDE ONLY. NOT ALL OF THE EXERCISES ARE SUITABLE FOR EVERYONE AND YOU AND THOSE YOU ARE RESPONSIBLE FOR SHOULD NOT COPY AN EXERCISE UNLESS IT CAN BE PERFORMED SAFELY WITHOUT RISK. WE TAKE NO RESPONSIBILITY FOR ANY ILLNESS OR INJURY CAUSED AS A RESULT OF NOT COMPLYING WITH THESE TERMS.

### **Claims**

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, THAT CAUSE OF ACTION IS PERMANENTLY BARRED.

### **Entire Agreement**

These Terms are the entire agreement between you and WellBee Group CIC regarding your use of the Service.

### **Contacting WellBee Group CIC**

For questions, comments, complaints, or claims related to the Service, please contact WellBee Group at:

WellBee Group CIC

Victoria Building

Teesside University

Middlesbrough

TS1 3BX

Last Updated: 4<sup>th</sup> March 2021