

Terms and Conditions

This is a contract between you and Questa Kids. You must read and agree to these terms before using our services. If you do not agree with these terms, you may not register or use our services. You will be expected to follow these terms and if this is not the case, we reserve the right to terminate your account and/or subscription.

Registration and Responsible Adult responsibilities

Child protection and data protection are of prime importance to us.

Children cannot register. As the Responsible Adult you act as gatekeeper for any child using the site under your registration, and you take responsibility for the child uses the site, making best efforts to protect their data, identity and privacy.

When you create an account, you create logins for the child and as the Responsible Adult you may allow children under your control and supervision to use the services under your registration, providing that in doing so you accept and acknowledge that:

- The children you allow to use the services are under your control and supervision and you have appropriate parental consent if you are not the children's parents.
- You may only allow children, not adults, to use the services under your registration.
- You recognise the need to prevent unauthorised access to your account and will take all reasonable steps to prevent this
- You will monitor and moderate user materials produced by the children before sending it to us to be placed on the website or our social media

Passwords and Security

The security and confidentiality of your account is extremely important to us, and we have implemented technical and administrative measures designed to prevent unauthorised access.

You are responsible for taking reasonable steps to maintain the confidentiality of the account you set up, including choosing a password of adequate strength, changing it regularly and not disclosing it to anyone else. You are responsible for all activities under your account that you can reasonably control. You should not try to avoid, circumvent or bypass any of the security measures of the website. However, no website can be completely secure, and if you have any concern that your account or log-on details have been compromised you should contact us straight away.

Browsing the Internet Safely

We may provide links to other websites from time to time. However, we do not sponsor or endorse these websites and you should check their terms and conditions fully before using their websites. Please ensure that you also refrain from using any Personal Information on various other websites that you may visit.

Ownership and Intellectual Property Rights

By "Intellectual Property Rights" what we mean is all ownership rights and interests in copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trademarks (whether registered or unregistered) and any applications therefore and other similar rights.

All Intellectual Property Rights in the website, its underlying software and technology and the products made available through the website belong to and vest in us, or are licensed to us.

Privacy Policy

Please read our Privacy Policy to understand what information we collect, how we collect it and what we do with it. Your privacy is important to us and any Personal Information will be used in accordance with our Privacy Policy. In accepting these Terms and Conditions you are also stating that you have read our Privacy Policy and agree with its content.

Competitions

We may run competitions, either on our own or in partnership with others, and these competitions may have supplemental terms and conditions, in addition to these terms. Typically, all competitions involve publishing work and making it publicly available. If the terms of the competition differ from those stated in our standard terms of use or privacy policy they will be clearly stated alongside the competition.

The Purchase Fee shall be deducted from the nominated bank account on the date of purchase this will allow you access to the purchased quests for one calendar year from that date.

Please note that if the website is inaccessible or shutdown due to a fault by us for a period longer than 72 hours you will be afforded a refund for the time during which the website was not available. To claim this refund you must email info@questakids.com If you are having connection issues with your internet service provider or computer access then you are not eligible for the refund.

Cancellation

The Purchase Fee is a one-off payment and we do not ordinarily offer a refund. However, if you are unable to access the quests for technical reasons related to our platform, we will discuss a pro rata refund with you. Please inform us of any problems as soon as possible on info@questakids.com

If you are unhappy with our product please let us know so that we can remedy the problem.

Purchases

Payments to Questa Kids are made through the website. We will send you an email confirming your subscription and explaining how to set up the log in for your child.

Any international fees that you incur from your bank will be your responsibility, and are not included in our price, be that standard or special offer pricing.

Payments for Products

All Payments made to us are processed by us in conjunction with Stripe.

Payments can only be processed using the credit or debit cards acceptable to Stripe from time to time or card or any other such method as we may introduce in our sole discretion.

Payment is due from the moment an Order is accepted. We aim to debit money from your account within three working days after receiving your Order.

We reserve the right to accept or refuse any payment made in any form.

You will not be charged for any Orders that cannot be fulfilled and where appropriate we will re-credit to your account any sum debited by us.

Please refer to the Privacy Policy regarding use of your data (including credit card data).

Your credit card company may also do security checks to confirm it is you making the payment.

Your statutory rights are unaffected by these terms.

Cardholders under the age of 18 are not permitted to make any payment to us and we reserve the right to request confirmation of the age of any person attempting to process any payment to us.

Questions

All questions, enquiries or complaints should be sent by email to info@questakids.com.

If you have any ideas for the website or the Questa Kids project, please do contact us and we will consider it.

Liability

We are committed to the website being used solely for educational and entertainment purposes on an "as is" basis and are liable only to provide its services with reasonable skill and care. We do not accept liability for the website working perfectly and accept that there may be times when the website is

unavailable. To the maximum extent permitted by law, we exclude liability for any loss or damage of any kind arising out of your use of the website or any information, User Materials or other items you obtained from us, including without limitation any direct, indirect, punitive or consequential damages whether or not such arises out of any problem you may notify to us and we shall have no liability to pay any money by way of compensation.

We do not warrant that the operation of the website will be uninterrupted or error free.

These terms are subject to your statutory and common law consumer rights and shall not limit any rights you might have that may not be excluded under applicable law nor shall it exclude or limit our liability for death or personal injury resulting from neither our negligence nor any fraudulent representation.

Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

Failure to enforce any of these terms will not be deemed a waiver of any term or right.

If any part of these terms is found to be unenforceable, it will be construed as far as possible to reflect the intention and the remainder of the provisions will remain in full force and effect.

Jurisdiction

Questa Kids operates under and complies with the laws and regulations of England and no representation or warranty is made as to whether the website complies with the regulatory regime and local laws of any other country.

Use of the website and these terms are subject to the laws of England which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use and shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

These terms apply to all and any use, access and availability of the website and the purchase of all products. Use of this website and all of the features mentioned above means that you agree to these terms. If You do not agree with these terms You should not use the website.

Definitions

The following words shall have the definitions set out below:

"Adult" - means a person over the age of 18 except that, where the country or jurisdiction of the user has established a higher age for adulthood, that higher age shall apply.

"Child (or Children)" – means a person (or people) under the age of 17.

"Responsible Adult" – means a Teacher, Parent or Guardian or other Adult holding parental responsibility over the Children they permit to use the Services and who accepts the responsibilities set out in these Terms of Use.

"Account" – means a registration for the Website which allows access to, and use of the Website;

"Payments" – means any payment required to be made to us in respect of any product or service provided or sold by us and made in accordance with these Terms and;

"Products" – means the things you can buy through the Website such as merchandise;

"Terms of Use" and "terms" – means this webpage which states the rules and regulations you accept to use the website;

"Website" – means www.questakids.com and any and all related pages, sites or online programs;

Updates to These Terms of Use

These Terms may be amended from time to time and you should therefore keep them under review.

Date: 03.07.23