

1 tibboh General Terms and Conditions

2 Welcome to tibboh!

tibboh is an Internet portal through which tibboh Members can safely access Internet sites and resources. All tibboh Members' Internet access is, provided that they have disconnected all other Internet connectivity (such as Wi-Fi), routed via tibboh which will restrict tibboh Members' access to websites and downloadable digital content that are considered, by independent reviewing bodies approved by tibboh, to be appropriate for the age of the relevant tibboh Member. tibboh's secure and safe Internet services are provided through 3G mobile Internet using a registered SIM card.

The tibboh mobile Internet connection provides Internet access wherever a mobile phone digital connectivity signal is available and will ensure that material accessed by the tibboh Member through the tibboh mobile Internet connection is appropriate to their tibboh profile. tibboh Members' profiles are age verified by the tibboh Member's Guardian Sponsor and/or their School or local Authority. The speed of the tibboh mobile Internet connection will vary according to mobile signal levels and network capacity at different locations.

All tibboh Internet traffic is traceable to both the tibboh Member's unique username and where Internet access is through the tibboh mobile Internet connection it is also traceable to the registered SIM card through which the Internet connection is made. This dual traceability reinforces tibboh's age validation procedures, maintains the integrity of age appropriate access for tibboh Members and will assist in the identification of potential abuse at the earliest possible stage.

tibboh is the trading name of Tibboh Internet Limited, a company registered in England and Wales under number 06605788. Our business is based in England at Bagshot Manor, Green Lane, Bagshot, Surrey GU19 5NL and our VAT registration number is 945 1026 41. Our website can be viewed at www.tibboh.co.uk.

2.1 What does tibboh provide?

tibboh provides safer age appropriate Internet access and search facilities to children and young persons most of whom will be in full time education. This allows them to access a wealth of Internet resources more safely and more freely whilst minimising the risk of their exposure to age inappropriate and potentially dangerous materials and websites or inappropriate contact through chat rooms and social networking sites.

In addition, through the tibboh Shop (when launched) tibboh provides tibboh Members with access to age appropriate downloadable digital content including educational resources, games and music tracks. Downloadable content can then be obtained by tibboh Members in exchange for tibboh Credits purchased for the tibboh Member by their Sponsors, School or Local Authority. Once purchased, tibboh Credits are used entirely at the discretion of the tibboh Member but may be subject to any restrictions placed on the tibboh Credits by the person who purchased them.

With access to all other Internet connectivity (such as Wi-Fi) disabled, tibboh will block access by tibboh Members to 100% of all illegal material identified by the Internet Watch Foundation (**IWF**) as well as the majority of the following inappropriate content:

pornographic, adult, tasteless or offensive material;

violent (including weapons and bombs) material;

racist, extremist and hate material;

content detailing illegal drug taking and its promotion; and

content detailing criminal skills, proxy avoidance and software piracy.

Any changes to the policies that tibboh utilises in order to moderate Internet access according to the tibboh Member's age are tightly controlled in order to ensure that tibboh Members' Safer Search requirements are fully met. There is, however, a specific facility for tibboh Members to request amendments to the restrictions and access policies used by tibboh for entire websites or specific pages within websites. This facility can be viewed, when connected via tibboh connectivity, at <http://my.tibboh.co.uk/suggestion.action>.

2.2 What tibboh does NOT provide

No Internet content filtering system can guarantee that 100% of content presented to Internet users will meet every restriction criteria that parents, guardians, Schools, Local Authorities or other interest groups would wish to apply.

Similarly, no Internet content filtering system can guarantee to exclude web sites that are accessed over home and public networks that are not routed through its Internet portal. Consequently, no Internet content filtering system is a substitute for responsible adult supervision of Internet use by children and young persons.

tibboh cannot filter Internet traffic on additional network connections that may be available on individual computers and hand held devices such as normal broadband, public wireless, Bluetooth or other such connections. It is the responsibility of the tibboh Member's parent, guardian, School and/or Local Authority to disable access to these networks so as to allow tibboh to function effectively even when connected through the tibboh mobile Internet connection.

2.3 Who decides on age appropriateness?

What is deemed to be age appropriate to a particular tibboh Member is defined throughout the tibboh environment, including on Internet sites, shops and commercial search engines. In respect of online digital content, the main classification scheme used by tibboh is the framework provided by the British Board of Film Classification's (BBFC) Online Classification Scheme. The BBFC is the public body responsible for viewing and rating, against particular age classification criteria, all games, DVDs and music tracks offered for sale or rent to the public in the UK. More information about the BBFC, its work and the criteria used by it can be viewed at <http://www.bbfc.co.uk/>.

Working in conjunction with the BBFC, tibboh has developed its own classification scheme for Internet sites to ensure that tibboh Members only view content that is safe and appropriate for their age level when they access the Internet via the tibboh mobile Internet connection. Internet sites and UGC content marked with a tibboh classification may not have been classified by tibboh against the BBFC classification framework.

tibboh's age validation structure is banded into school years thereby offering a consistent tibboh Member access profile across tibboh's U, PG, 12, 15 and 18 classifications. This classification is continuously reviewed by tibboh and tibboh Members and all Sponsors are invited to make suggestions as to whether the tibboh classifications are age appropriate for both entire Internet sites and individual pages within these sites. These suggestions may be posted on by using the online suggestion feature at <http://my.tibboh.co.uk/suggestion.action>.

2.4 How are ages validated?

In order to allocate a particular age classification to a tibboh Member's profile, the tibboh Member's age must be independently validated either by their Local Authority, School or other tibboh-recognised educational establishment or by a Guardian Sponsor.

Until a tibboh Member's age has been validated via the sponsorship process, Internet access for that tibboh Member is restricted to the default U classification tibboh Internet access policy. tibboh Members accessing the Internet under the U classification Internet policy will not be able to access any Internet sites, UGC or digital content that is classified outside of the U rating classification.

Guardian Sponsors may validate the ages of tibboh Members for which they are Guardian Sponsors for Internet access up to tibboh's and the BBFC's 18 classification.

2.5 What is "Safer Search"?

Safer Search refers to the filtered search functionality made available by tibboh Members who access the Internet via the tibboh mobile Internet connection.

"Safer Search" is a qualified term because the Internet is a global and largely unregulated environment and because the rate of expansion of published web pages prevents each and every page from being reviewed by an editorial panel prior to access to that page being permitted. tibboh's Safer Search is supported by a range of filtering technology and methodologies, including Netsweeper web filtering technology approved by the British Educational Technology Association (**Becta**), the public body charged with evaluating all information and communication technologies used in education throughout the UK. The Becta website can be viewed at <http://schools.becta.org.uk/index.php?section=is>.

Netsweeper provides a suite of restrictions based on keywords, "sounds like" keywords and heuristic models, block-listing and allow-listing. In addition to this, tibboh has developed additional Filter Safe Plus Technology that supports more sophisticated techniques to balance the potential of under and over blocking that can affect the online experience of tibboh Members. All filtering techniques used by tibboh are continually developing and evolving so as to meet a challenge that changes every day.

2.6 How does tibboh protect the tibboh Members?

tibboh Members must all have an identified Guardian Sponsor with a declared and verifiable relationship to the tibboh Member as well as a recognised UK postal address. The Guardian Sponsor will provide the tibboh Member's initial age validation and can purchase and manage the allocation of tibboh Credits to the tibboh Members that they sponsor. The age of each Guardian Sponsor (they must be 18 years of age or older) is provisionally verified by a low value credit card transaction (not a debit card transaction). The details provided by the Guardian Sponsor (which include their UK postal address and email address) are subject to rigorous verification checks applied against the credit card they use to verify their age and identity. Each credit card that is used by a Guardian Sponsor to purchase tibboh Credits for allocation to tibboh Members whom they sponsor will be subject to the same verification checks.

tibboh will only display to any individual tibboh Member those web pages that meet the relevant tibboh criteria for that tibboh Member's tibboh classification and will only allow access to digital content appropriate to the relevant BBFC Online Classification applicable to that tibboh Member.

Additional Sponsors (usually friends and family members of tibboh Members) may register with tibboh and purchase tibboh Credits for allocation to tibboh Members that they sponsor. A

Sponsor will not be able to sponsor a tibboh Member without visibility of their Guardian Sponsor's.

All Sponsors are visible to each other Sponsor that sponsors the same tibboh Member. tibboh Members are known to tibboh only by their registered user names and password combination which is associated with their date of birth within tibboh's systems. Where any other personal data associated with individual tibboh Members (names, dates of birth, address etc) is held by tibboh it will have been supplied by the tibboh Member's School, Local Authority or other tibboh-recognised educational establishment with the consent of the tibboh Member's parent or guardian, or the tibboh Member where they are over 12 years of age. In the absence of this consent the tibboh Member's personal data remain under the control of and known only to and/or accessible only by the tibboh Member's parents or guardians and/or their School and Local Authority.

tibboh Members are all linked to an age appropriate profile which is maintained and supported by a series of advanced technologies coupled with human viewed site rating services designed to enforce the age appropriate criteria and support tibboh's e-safety strategy set out in this document without making the Internet experience unnecessarily restrictive for tibboh Members.

2.7 Supporting technologies and services include:

Internet content filtering technologies provided by Netsweeper which is one of only a few web content filtering services approved by Becta;

additional technologies developed by tibboh and third party suppliers approved by tibboh are applied by tibboh to monitor usage and to detect inappropriate use and behaviour of all kinds to ensure that tibboh Members are not permitted to make any inappropriate use of the Internet facilities accessed via the tibboh mobile Internet connection. These technologies include heuristic monitoring of behaviours that could be construed as grooming;

continuously updated block listing of known inappropriate sites; and

a tibboh Member and Sponsor suggestion response mechanism for block listing or re-classifying inappropriate sites or pages within sites (located here <http://my.tibboh.co.uk/suggestion.action>.)

As web technologies are constantly evolving and because the Internet grows at more than a million additional published pages a day, additional services and technologies will be added by tibboh as these are developed so as to enhance the tibboh Member experience and further promote the e-safety of the tibboh environment.

3 Your relationship with tibboh – General Terms and Conditions of Use

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY TIBBOH FUNCTIONALITY.

By using any tibboh services, registering online to receive any Services or by clicking a box that states that you accept or agree to these General Terms and Conditions (**General Terms**), you signify your agreement to these General Terms. If you do not agree to these General Terms, you are not allowed to use any tibboh functionality or services.

This document sets out the terms and conditions under which tibboh provides the Services. tibboh may change these General Terms at any time without notice. tibboh publishes the

current version of this document on its website at http://www.tibboh.co.uk/terms_and_conditions/ .

IF YOU ARE A PARENT OR GUARDIAN OR GUARDIAN SPONSOR OF A TIBBOH MEMBER AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD'S (OR ANY TIBBOH MEMBER WHOM YOU SPONSOR) REGISTRATION WITH TIBBOH, YOU AGREE TO BE BOUND BY THESE GENERAL TERMS IN RESPECT OF THEIR USE OF TIBBOH AND THE PROVISION AND RECEIPT OF ANY SERVICES. FURTHER DETAILS REGARDING ACCEPTANCE OF THESE GENERAL TERMS PROVIDED AT PARAGRAPH 3.6 OF THESE GENERAL TERMS.

3.1 Additional tibboh Services and Additional Terms

These General Terms govern the provision of the Services to you. Certain aspects of the Services may also contain additional terms and conditions that govern particular features or offers. Any such additional services will be supplied under these General Terms as well as those separate terms and conditions which may include codes of conduct and guidelines. These additional terms and conditions are referred to in these General Terms collectively as **Additional Terms**.

Nothing in any Additional Terms will increase tibboh's legal liability or change your relationship with tibboh (unless tibboh states, in the Additional Terms, its intent to modify the terms of these General Terms).

Certain features of the Services may be made available to you through web sites, online services or applications operated by third parties. Your dealings with any of these third parties are solely between you and the applicable third party and may be governed by other terms or agreements that apply to those web sites and third party features, services and content. Those terms may, however, form an additional contract between the Guardian Sponsor, the tibboh Member and a third party (for example, where a third party is offering downloadable digital content to a tibboh Member). Any dealings between you and such a third party are solely between you and that third party. Your use of any part of the Services as accessed through a third party web site, however, is still governed by these General Terms, even if the terms or agreements applicable to such a third party web site state otherwise.

3.2 Limited Trial Services for unsponsored tibboh Members

Children and young persons may register for tibboh via tibboh connectivity prior to association with a Guardian Sponsor.

At this Trial Member stage, and prior to validation of the tibboh Member's age by their Guardian Sponsor, tibboh functionality and security is limited. Trial Members are known to tibboh only by their username and password.

Full tibboh Internet safety is only provided through an Internet connection across the mobile phone 3G network via a registered SIM card that is traceable to a person who is 18 years of age or older and who has purchased and subscribes to mobile data access.

All tibboh SIM cards are locked to access the Internet only through the tibboh Internet portal. The Guardian Sponsor may set the age profile of the tibboh Member for tibboh usage up to a maximum of the 18 classification.

For full tibboh Internet safety functionality to apply to all web search and access it is the responsibility of the tibboh Member's Guardian Sponsor, parent, guardian, School and/or Local Authority to disable access to all other Internet connections that may be available to that tibboh Member from the device that they are using to access the Internet as well as to disable any access which is available from public wireless or other network connections.

3.3 tibboh Services for tibboh Members and their Sponsors

Prior to the purchase of the tibboh mobile Internet connection, initial age validation by parents or guardians and full validation by the tibboh Member's School or Local Authority, tibboh cannot and does not accept any responsibility for the age appropriateness of the materials and content displayed to or accessible by tibboh Members through the tibboh site.

In the event that tibboh Members bypass the tibboh mobile Internet connection and/or conventional Internet access is used, tibboh Members will not be able to access the tibboh Safer Search facility until they have logged on to their tibboh account and chosen to access the Internet through the tibboh Internet portal.

3.4 Legal Jurisdiction and Governance

These General Terms are governed by the laws of England and Wales. These laws include a number of statutes that are designed to protect children and young persons, including that children and young persons under 18 years of age cannot enter into or be held accountable under legal contracts in their own right.

These General Terms are designed to be clear and to establish the contractual responsibility for payment for tibboh subscriptions and for the provision of tibboh Credits between tibboh and the Sponsors of each tibboh Member. Individual tibboh Members use the Services by agreement with their Sponsors who pay for tibboh Credits. By accepting these General Terms, the Guardian Sponsor agrees to be bound by these General Terms and to be solely responsible and liable for the use of the tibboh site and the provision and use of any Services to any tibboh Member whom they sponsor.

Because tibboh's main purpose is to provide and promote a safe Internet environment for children and young persons who will normally be in full time education, these General Terms set out certain operational rules for both children and adults and the contractual relationships that are required between tibboh and those adults who have parental or legal guardian responsibility for these children or young persons.

3.5 Scope of this document

This document explains how the agreement between the Guardian Sponsor, the tibboh Member and tibboh is made up, and sets out its terms and conditions.

Unless otherwise agreed in writing with tibboh, the Guardian Sponsor's and the tibboh Member's agreement with tibboh will always include, as a minimum, that Guardian Sponsor's and that tibboh Member's agreement to these General Terms.

The Guardian Sponsor and the tibboh Member's agreement with tibboh also include, in addition to agreement to these General Terms, agreement to the terms of any Additional Terms. Where Additional Terms apply a service that is additional to the Services these Additional Terms will be accessible for you to read before your use of that Service.

These General Terms, together with any Additional Terms, form a legally binding agreement between the Sponsors, tibboh Members and tibboh in relation to the use of the Services and any other services provided by tibboh that are additional to the services. It is important that you take the time to read them carefully. Collectively, this legal agreement and any additional agreements between you and tibboh are referred to as the **Terms**.

If there is any contradiction between the provisions of any applicable Additional Terms and these General Terms, then the Additional Terms shall take precedence only in relation to the particular Service to which they specifically apply.

3.6 Accepting these Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

You can expressly accept the Terms by checking the acceptance box where this is provided on any relevant web page associated with tibboh to accept or agree to the Terms. Alternatively, your use of the Services is deemed for all purposes to be acceptance of the Terms by you and you acknowledge and agree that tibboh will treat your use of the Services as acceptance of the Terms from that point onwards. If you do not accept the Terms, you are not allowed to use any of the Services.

You may not use the Services and may not accept the Terms if you are a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which you are resident or from which you are using or purporting to use the Services.

You may not accept the Terms if you are not of legal age to form a binding contract with tibboh (18 years of age and older) and, in such circumstances, your Guardian Sponsor must accept the Terms in respect of your use of the Services.

Before you continue, you should print off or save a copy of these General Terms for your records.

4 Provision of the Services by tibboh

tibboh will evolve and change considerably to enhance both the Services that it offers and the user experience it provides. By accepting these General Terms you acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to you.

As part of your acceptance of tibboh's right to change and develop the Services, you acknowledge and agree that tibboh may stop (permanently or temporarily) providing some or all of the Services (or any features within the Services) to you or to tibboh Members generally at tibboh's sole discretion, without prior notice to you.

You acknowledge and agree that if tibboh disables access to your user account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account. You acknowledge and agree that while tibboh may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by tibboh, at its sole discretion at any time without prior notice to you.

5 Use of the Services by you

In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to tibboh will always be accurate, correct and up to date.

If you are a new Guardian Sponsor for a Trial Member you will be required to register your own details and declare and expect to have verified your sponsorship relationship with the individual tibboh Member. You should:

have a credit card in your own name that is registered to the same UK postal address that you provide to tibboh. The name and address details that you provide to tibboh will be verified by your card issuer and tibboh will perform any additional verification checks that it deems reasonable in order to confirm your identity; and

have sufficient credit available on that card to enable a £1 transaction to be processed against that card.

If you are a new authorised representative of a School, Local Authority or other tibboh-recognised educational establishment which is verifying the age of a tibboh Member you will be required to register your own details, and declare your sponsorship relationship with the individual tibboh Member or the class or year group of tibboh Members you are proposing to validate.

You will also be required to confirm that you hold written authority from the parents or legal guardians of individual children or young persons whom you are sponsoring to provide tibboh with this age verification data.

You agree to use the Services only for purposes that are permitted by:

the Terms; and

any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United Kingdom or other relevant countries).

You agree not to access (or attempt to access) any of the Services by any means other than through the web browser interface or through software that is provided by or on behalf of tibboh, unless you have been specifically allowed to do so in a separate agreement with tibboh.

You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are used in or in connection with the provision of the Services).

Unless you have been specifically permitted to do so in a separate agreement with tibboh, you agree that you will not reproduce, duplicate, copy, sell, trade or resell any of the Services for any purpose.

You agree that you are solely responsible for (and that tibboh has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which tibboh may suffer) of any such breach.

6 Your passwords and account security

You acknowledge and agree that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible to tibboh for all activities that occur under your account or those of any tibboh Members to whom you are the Guardian Sponsor.

If you become aware of any unauthorised use of your password or of your account or unauthorised use of the passwords or accounts of any tibboh Members to whom you are the Guardian Sponsor, you agree to notify tibboh immediately at support@tibboh.co.uk.

7 Privacy and your personal information

For information about tibboh's data protection practices, please read tibboh's Privacy Policy which can be viewed at http://www.tibboh.co.uk/privacy_policy/. The Privacy Policy explains how tibboh processes your personal information and protects your privacy when you use the Services. You will be asked to confirm your acceptance of the terms of tibboh's Privacy Policy. By reading and accepting the terms of the Privacy Policy you agree to the use of your data in accordance with tibboh's privacy practices.

8 Content in the Services

You acknowledge and agree that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) that you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to in these General Terms as **Content**.

You acknowledge and agree that Content presented to you as part of the Services, including but not limited to content that may, in your view, be advertisements in the Services and sponsored Content within the Services, may be protected by intellectual property rights which are owned by the parties which provide that Content to tibboh (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by tibboh or by the owners of that Content, in a separate written agreement.

You acknowledge and agree that in exceptionally rare circumstances by using the Services you may be exposed to Content that you may find age inappropriate, offensive, indecent or objectionable and that, in this respect, while tibboh actively seeks to prevent such access it is possible that some technical fault may permit access to pages that you find inappropriate. In all cases you will have the opportunity to suggest the blocking of this content and or entire websites to tibboh by emailing tibboh using the online suggestion feature at <http://my.tibboh.co.uk/suggestion.action>.

You acknowledge and agree that you are solely responsible for (and that tibboh has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which tibboh may suffer) by doing so.

9 Proprietary rights

You acknowledge and agree that tibboh and/or tibboh's licensors own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is expressly designated by tibboh as confidential and that you shall not disclose such information without tibboh's prior written consent.

Unless you have agreed otherwise in writing with tibboh, nothing in the Terms shall grant you any right to use any of tibboh's trade names, trade marks, service marks, logos, domain names and other distinctive brand features or marks for any purpose.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

Unless you have been expressly authorised to do so in writing by tibboh, you agree that in using the Services you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

If you have been given an express right to use any of these brand features in a separate written agreement with tibboh, then you agree that your use of these features shall be in compliance with that agreement, any applicable provisions of the Terms, and tibboh's brand feature use guidelines, as updated from time to time.

tibboh acknowledges and agrees that, unless otherwise agreed with you, it shall obtain no right, title or interest from you or your licensors under the Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights are registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with tibboh, you agree that you are responsible for protecting and enforcing those rights and that tibboh has no obligation to do so on your behalf.

You hereby indemnify tibboh and the Group Companies in respect of any losses incurred by each or all of them in connection with any claim or action against tibboh or any of the Group Companies by any third party that any Content that you have or, where you are a Guardian Sponsor, any tibboh Member for which you are a Guardian Sponsor has, submitted, posted, transmitted or otherwise displayed on or through the Services (**Indemnified Content**) infringes the intellectual property rights of that third party (**IPR Claim**). This indemnity provided by you shall not apply to any IPR Claim which arises directly from any changes made to the Indemnified Content by tibboh without your written consent.

10 Copyright and trade mark policies

It is tibboh's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law and to terminate the accounts of repeat infringers.

11 Licence from tibboh

tibboh hereby grants you a personal, limited, revocable, worldwide, royalty-free, non-assignable and non-exclusive licence (**Licence**) to use the software provided to you by tibboh as part of the Services (**Software**). This Licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services in the manner permitted by the Terms.

You shall not (and you shall not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or is otherwise required or permitted by law (and then, only to the extent so permitted or required), or unless you have been specifically told that you may do so by tibboh in writing.

Unless tibboh has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights under these Terms (including but not limited to your rights under the Licence), grant a security interest in or over your rights under the Licence, or otherwise transfer any part of your rights under these Terms (including but not limited to your rights to use the Software).

12 Software updates

From time to time the Software may automatically download and install updates from tibboh. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions of the Software. By accepting these General Terms and Conditions you agree to receive such updates and permit tibboh to deliver these to you as part of your use of the Services.

13 Ending your relationship with tibboh

The Terms will continue to apply until terminated by either you or tibboh as set out below.

If you wish to terminate your agreement with tibboh, you may do so at any time by stopping using the Services. You do not need to specifically inform tibboh when you stop using the Services. Please note, however, that if you are a Subscriber to a tibboh mobile Internet connection the terms of that subscription agreement are classed as Additional Terms. These terms can be viewed at http://www.tibboh.co.uk/terms_and_conditions/. Generally a subscription to a tibboh mobile Internet is subject to a minimum term and you will remain liable for any and all fees payable under the relevant subscription agreement.

tibboh may at any time, terminate its agreement with you if:

- a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with, the provisions of the Terms); or
- b) tibboh is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- c) the partner with whom tibboh offered the Services to you has terminated its relationship with tibboh or ceased to offer a significant amount or all of the Services; or
- d) tibboh is transitioning or has transitioned to no longer providing the Services to users in the country in which you are resident or from which you access the Services; or
- e) the provision of the Services to you by tibboh is, in tibboh's reasonable opinion, no longer commercially viable.

Nothing in this paragraph 13 shall affect tibboh's rights regarding the provision of the Services.

On termination of your agreement with tibboh, all of the legal rights, obligations and liabilities that you and tibboh have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

14 Exclusion of Warranties

tibboh will provide the Services with reasonable care and skill. tibboh does not make any other promises or warranties in relation to the Services and in particular tibboh, its Group Companies and licensors do not represent or warrant to you that:

your use of the Services will meet your requirements;

your use of the Services will be uninterrupted, timely, secure or free from error;

any information obtained by you as a result of your use of the Services will be accurate or reliable; and

that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

15 Limitation of Liability

Nothing in the Terms shall exclude or limit tibboh's liability for losses which may not be lawfully excluded or limited by applicable law.

Subject to the above paragraph, tibboh, its Group Companies and its licensors shall not be liable to you for any loss or damage which may be incurred by you as a result of:

any reliance placed by you on the completeness, accuracy or existence of any advertising claims and descriptions, or as a result of any relationship or transaction between you and any providers of goods and services available through the tibboh Shop;

any changes which tibboh may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;

your failure to provide tibboh with accurate account information; or

your failure to keep your password or account details secure and confidential.

These limitations on tibboh's liability shall apply whether or not tibboh has been advised of or should have been aware of the possibility of any such losses arising.

16 Other content

In providing the Services tibboh may include hyperlinks to other web sites, content or resources. tibboh will filter these sites to ensure age appropriateness but has no other control over any web sites or resources which are provided by companies or persons other than tibboh. tibboh will, however, filter and block all e-commerce transactions which are attempted via the tibboh mobile Internet connection for providers of goods and services who are not registered suppliers to the tibboh Internet portal.

By accepting these General Terms you acknowledge and agree that tibboh is not responsible for the availability or content of any such external sites or resources, and that it does not endorse any advertising, products or other materials on or available from or through such web sites or resources.

By accepting these General Terms you acknowledge and agree that tibboh is not liable for any loss or damage which may be incurred by you as a result of the availability, or the filtering out, of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from or through, such web sites or resources.

17 Changes to the Terms

By accepting these General Terms you acknowledge and agree that tibboh may make changes to the Terms from time to time. When these changes are made, tibboh will make a new copy of these General Terms available at http://www.tibboh.co.uk/terms_and_conditions/ and any changes to the Additional Terms will be made available to you from within, or through, the affected Services.

By accepting these General Terms you acknowledge and agree that if you use the Services after the date on which the Terms have changed, tibboh will treat your continued use of the Services as acceptance of the updated Terms.

18 General legal terms

At certain times during your use of the Services, you may (as a result of, or through your use of, the Services) use a service or download a piece of software, or purchase goods, which are provided by a person or company other than tibboh. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

The Terms constitute the whole legal agreement between you and tibboh and govern your use of the Services (but excluding any services which tibboh may provide to you under a separate written agreement), and completely replace any prior agreements between you and tibboh in relation to the Services.

By accepting these General Terms you agree that tibboh may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

By accepting these General Terms you agree that if tibboh does not exercise or enforce any legal right or remedy which is contained in the Terms (or which tibboh has the benefit of under any applicable law), this will not be taken to be a formal waiver of tibboh's rights and that those rights or remedies will continue to be available to tibboh to their full extent.

If any provision of the Terms is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Terms shall remain in full force and effect. Any provision of the Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. You and tibboh further agree to replace such invalid or unenforceable provision of the Terms with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable provision.

No person who is not a party to the Terms, other than tibboh's Group Companies, shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Terms.

The Terms, and your relationship with tibboh under the Terms, shall be governed by the laws of England and Wales.

19 Glossary

The following terms when used in these General Terms, the tibboh Privacy Policy or any other Additional Terms shall, unless otherwise stated, have the following meanings:

Additional Sponsors means Sponsors who are usually family members of the tibboh Member and who are engaged with the tibboh Member and wish to contribute to their wider educational development. By registering and declaring their relationship to the tibboh Member, the Additional Sponsors may purchase and allocate tibboh Credits to the tibboh Member's account. To ensure that all Additional Sponsors are appropriate individuals who should be interacting with the tibboh Member, each Additional Sponsor is visible to the Guardian Sponsor and all other Additional Sponsors. Every Additional Sponsor must be accepted by the tibboh Member. No details of tibboh Credit purchases, allocations or transactions are visible to any Sponsor. These remain entirely under the control of the tibboh Member;

Additional Terms has the meaning given to that term in paragraph 3.1 of these General Terms;

BBFC means the British Board of Film Classification;

Becta means the British Educational Technology Association;

Content has the meaning given to that term in paragraph 8 of these General Terms;

Guardian Sponsor means the person responsible for the provision of the initial age validation for the individual tibboh Member. A Guardian Sponsor must be an adult who is verifiably aged 18 years of age or over and who has a verifiable UK address. The Guardian Sponsor will be required to declare their relationship to the tibboh Member in the application process. The Guardian Sponsor may also be the Subscriber;

Group Company means a subsidiary or affiliate and any other company which is for the time being a holding company of tibboh or another subsidiary or affiliate of any such holding company (as defined in sections 474(1), 1159 and 1162 of the Companies Act 2006) and **Group Companies** shall be interpreted accordingly;

Filter Safe Plus Technology means tibboh's proprietary technology which integrates third party applications within tibboh's programs. This technology is used by tibboh in the provision of the Services including the provision of age appropriate web filtering and safer internet functionality;

Indemnified Content has the meaning given to that term in paragraph 9 of these General Terms;

IPR Claim has the meaning given to that term in paragraph 9 of these General Terms;

IWF means the Internet Watch Foundation;

Licence has the meaning given to that term in paragraph 10 of these General Terms;

Local Authority means the local government entity that may, with the express consent of the School and the tibboh Member, become responsible for the validation of the age of that tibboh Member which will determine the BBFC categorisation given to that tibboh Member and which shall apply to the level of Internet content and to digital content during Normal School Hours;

Normal School Hours means the hours from 08h00 until 17h00 Monday to Friday;

Privacy Policy means the tibboh privacy policy which can be viewed at [●];

Safer Search has the meaning given to that term in paragraph 2.5 of these General Terms;

School means the educational establishment responsible for validating the tibboh Member's age and which provides the age validation for that tibboh Member that will apply during Normal School Hours. A School may be a Sponsor or a Subscriber;

Services means the provision of Safer Search functionality, Internet access, all other services and functionality available through tibboh, tibboh's web sites, tibboh's software and any products or services sold through the tibboh Shop;

SIM card means subscriber identity module, a small electronic card inserted into compatible mobile devices which provides a unique identifier to that mobile device and which may contain details such as the subscriber's billing details, network permissions and other information;

Software has the meaning given to that term in paragraph 10 of these General Terms;

Sponsor means a Guardian Sponsor or Additional Sponsor;

Student Member means a tibboh Member who is registered and sponsored by their School, Local Authority or tibboh-recognised educational establishment. Student Members, with the signed approval of their parent or legal guardian (where appropriate), will have their first and family names registered in tibboh's systems against their usernames to assist their teachers in assigning tasks and managing the School, Local Authority or other tibboh-recognised educational establishment's subscription;

Subscriber means the person or entity responsible for paying for the subscription to the secure mobile Internet connection through which the Services are accessed. The Subscriber may also be a Sponsor;

Terms has the meaning given to that term in paragraph 3.5 of these General Terms;

tibboh means Tibboh Internet Limited, whose principal place of business is at Bagshot Manor, Green Lane, Bagshot, Surrey GU19 5NL registered in England and Wales number 06605788 whose website can be viewed at www.tibboh.co.uk;

tibboh Credit means a [non-monetised, non-refundable voucher purchased by a Sponsor and exchangeable only by the tibboh Member to whom it has been allocated for age appropriate products made available for download through the tibboh Shop at www.shop.tibboh.co.uk;

tibboh Member means the child or young person who is the primary user of the Services. The tibboh Member may express interest in using basic Services and register and trial the Services through any Internet connection. However, the Services delivered and the security and e-safety provided to a Trial Member will be restricted until either:

- a) the Trial Member has identified and accepted an adult Sponsor (**Guardian Sponsor**) who will register themselves as the Guardian Sponsor for that tibboh Member and provide an initial age validation for that tibboh Member; or
- b) the Trial Member's age has been independently validated by their School, Local Authority or tibboh-recognised educational establishment by independently validating their age from their school records; and
- c) a subscription for secure mobile Internet access has been purchased and SIM card based secure Internet access has been established;

tibboh Shop means that part of the tibboh site where tibboh Members may purchase certain products;

Trial Member means an unsponsored tibboh Member who has registered for a free trial account through the tibboh site and has provided a username and password only. Trial Members may be sponsored by their parent/guardian or schools in order that their age can be validated so that they can become full tibboh Members. Trial Members whose Sponsor is their School or Local Authority are termed Student Members; and

UGC has the meaning given to that term in paragraph 2.3 of these General Terms.