

## **Zoom - Terms of Use**

**1. Use of the Zoom web-conferencing platform to access tuition, instruction, teaching, coaching, training, or mentoring (“the Services”) online**

We use technology which allows us to provide services, provided that you have the appropriate technology (see below) to receive the Services. For this purpose, we use the Zoom cloud-based web conferencing platform “Zoom.”

Where we are to make any of the Services available for you by means of Zoom it will be on the following basis.

**2. The technology that We will be responsible for providing**

We will subscribe to Zoom and will pay any necessary fees to Zoom to maintain that subscription. It will enable Us to act as “host” and to provide the services to you over the internet via the Zoom facility.

To receive or participate in any of the Services via Zoom you will need to join the respective online session. You will not need to pay a fee or charge to use the Zoom facility.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Zoom App or other software for use on or with any devices, nor any internet connection or service or other equipment or facilities necessary to enable you to use Zoom.

**3. The technology and other items that You will be responsible for providing**

It will be your sole responsibility to ensure that you have access to, and familiarity with all necessary technology so that you can receive and participate in the services via Zoom.

You will need to ensure that you have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning device which is adequately charged;
- (b) An up to date Zoom App where applicable. It will need to be downloaded to Your device, and installed and working fully and correctly on Your device, so that You can receive the services;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A safe location with a suitable quiet and comfortable environment in which to watch, listen, speak where appropriate, make notes, to occasionally stand, stretch and move safely and otherwise to participate as necessary, without the presence of any other person to distract You or the Tutor;
- (e) Where the device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the services, external microphone and/or speakers as reasonably necessary; and
- (f) Exercise/note books, pens, pencils, and any books, materials or equipment that You will need, as advised by us.

We do not supply or make available the Zoom platform that you use to access any Paid Content from other sellers. We are not a party to your download and use of that platform, and we will have no responsibility or liability to you in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy of Zoom as the third party provider of the platform to you imposes on such download and use.

**4. Scope of what We make available to access**

We do not, and cannot, advise or assist you to obtain, set up, maintain, or operate any technology. If you need any assistance or advice about technology, you should seek it from an appropriate third party.

We do not claim to have any expertise or skill in relation to any technology that you need or use for the purpose of receiving the services. However, we may, if you request it, either before or during any session of the services, and without charge, offer suggestions in good faith to resolve any problem with that technology that you report, but it will not be in the nature of advice to you. We do not therefore take on any responsibility or accept any liability to you if any such suggestion does not help you to resolve any problem or if by following any such suggestion you experience any other problem, loss or damage to any technology or other thing.

We will not be responsible or liable to you if you are unable to access any of the services due to any failure or delay in performing our obligations under the contract resulting from any cause beyond our reasonable control. In any such case, you will remain liable to pay for the Services that we have made available for You. Such causes beyond Our reasonable control may include (but are not limited to):

- (a) Where you are unable to resolve any technology problem (whether or not you have asked us for or we have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that you use or rely on; or
- (c) Failure of or defect in the Zoom platform used by us or you to make the services available to you; or

**5. Your privacy and security on each occasion when the services are accessed**

Where any session that you access is two-way synchronous live stream audio and/or video technology (not a pre-recorded one way transmission), on the occasion you access it, it will also be made accessible to all others who have purchased it and choose to access it unless we specify that it is to be made available on that occasion only to You as an individual private session.

Therefore, unless we specify that a particular two way session is only accessible to you, the following will apply to such a session:

- (a) When You sign in to Zoom You should indicate your first name only since your name will be visible to our other customers taking part;
- (b) You understand and are aware that other customers and other people may see and hear (via the video and/or audio facilities of the Zoom App and your device) not only you but also your space and its surroundings and other people in or near that space and its surroundings when you are participating in the session;
- (c) The space that you use should be free of others and it should be difficult to see or hear via the Zoom App and your device any interactions between people who are in or near that space and its surroundings. For example, you might decide to use a private room and/or wear headphones;
- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of

personal information.

- (e) We cannot ensure privacy or confidentiality due to the nature of two-way sessions involving our other customers as well as you;
- (f) In any event, it will be your responsibility to ensure that you have a suitable space to use when participating in any two-way session in order to protect your privacy and that of others in or near that space.

We will not be liable to you for any loss or damage arising from your failure to comply with the above requirements.

## **6. Health and Safety**

You acknowledge and agree that:

You must tell us of any special requirement, problem or condition of which you are aware which might be relevant to you participating in that session. We will discuss with you any such matter that you tell us about, and inform you if we decide not to provide you with access to a Zoom Meeting because of the particular requirement, problem or condition in question. If we do give you access to a Zoom Meeting, you must act in accordance with any instructions provided by us relating to the matter; and

- (b) Due to the remote nature of online sessions, we do not undertake to and cannot supervise, attend, assist or advise (or arrange for or alert any third party to do so), if during a session you fall ill, have an accident or experience any other problem.