

Terms and conditions of use

1. Introduction

1.1 We provide a platform via the ClassBento website (www.classbento.com) (the **Platform**) where local service providers can list leisure activities and recreational experiences and workshops (the **Services**) for purchase by buyers. As the platform provider we facilitate the selling and buying process between service providers and buyers, we do not sell or buy Services ourselves. These terms and conditions govern your use of the Platform.

1.2 By accessing or using the Platform, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use the Platform.

1.3 If you register to use the Platform, submit any material or use any part of the Platform, we will ask you to expressly agree to these terms and conditions.

1.4 You must be at least:

- 18 years of age to use our Platform as a service provider; and
- 16 years to age to use our Platform as a buyer,

by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age or 16 years of age (as applicable).

1.5 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided at classbento.com/terms-and-conditions and it is important that you read that information.

1.6 All Services shown on the Platform are subject to availability. Any images or descriptions are for illustrative purposes only and the actual Services may vary from those images or descriptions. Whilst we use our commercially reasonable endeavours to ensure service providers provide accurate, complete and not misleading listings on our Platform, we cannot guarantee the information provided to us is accurate.

2. Gift Cards

2.1 Gift cards can be purchased on the Platform and are valid for 5 years from purchase or such longer period as may be provided by relevant state law.

2.2 Gift cards are available as e-vouchers which are emailed instantly and can be printed off.

2.3 Gift cards purchased on the Platform are redeemable against any Services listed on the Platform, unless otherwise specified.

- 2.4 If you purchase Services which exceeds the gift card amount, you can pay the difference in price via another payment method.
- 2.5 Gift cards are fully refundable if you have not already used the gift card to purchase Services and you contact us within 100 days of purchase to notify us you require a refund (via our Contact page on the Platform).
- 2.6 In the event of fraudulently obtained gift cards, we have the right to suspend your account and where you have used the gift card to purchase Services, take payment for the Services from you.

3. Intellectual Property

- 3.1 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our Platform and the material on the Platform; and
 - (b) all the copyright and other intellectual property rights in our Platform and the material on the Platform are reserved.

4. Licence to use Platform

- 4.1 You may:
 - (a) view pages from our Platform in a web browser;
 - (b) download pages from our Platform for caching in a web browser;
 - (c) print pages from our Platform; and
 - (d) use our Platform by means of a web browser,subject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our Platform or save any such material to your computer.
- 4.3 You may only use our Platform for your own personal and business purposes, and you must not use our Platform for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our Platform.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
 - (a) republish material from our Platform (including republication on another platform/website);
 - (b) sell, rent or sub-license material from our Platform;
 - (c) show any material from our Platform in public;
 - (d) exploit material from our Platform for a commercial purpose; or

(e) redistribute material from our Platform.

4.6 The Platform may include information, materials and external links to other sites, uploaded by other users of the Platform, including but not limited to: 'Teacher's Instagram', 'Teacher's gallery' and 'FAQ' questions and responses. This information and these materials have not been verified or approved by us. The views expressed by other users on our Platform do not represent our views or values. We have no control over these materials or the contents of those external sites.

4.7 We reserve the right to restrict access to areas of our Platform, or indeed our whole Platform, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Platform.

5. Acceptable use

5.1 You must not:

- (a) use the Platform in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the Platform;
- (b) use the Platform in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use the Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with the Platform using any robot, spider or other automated means, except for the purpose of search engine indexing; or
- (f) use data collected from our Platform for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must ensure that all the information you supply to us through our Platform, or in relation to our Platform, is true, accurate, current, complete and non-misleading.

5.3 You must not use the Platform to facilitate direct communications with other users for the purposes of poaching or enticing custom away from us and bypassing the Platform.

6. Use on behalf of an organisation

6.1 If you use our Platform or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.

7. Buyer registration and accounts

7.1 This Section 7 applies to buyers and prospective buyers.

7.2 Please note that all Services are provided in the United Kingdom (UK) and the United States (US), so whilst you can buy our Services outside of the UK and the US, you (or the intended recipient, as applicable) will need to be located in the UK or the US to receive the Services purchased.

7.3 To be eligible for a buyer account under this Section 7, you must be at least 16 years of age.

7.4 You do not need to register for a buyer account and can checkout as a guest. However, if you'd like to register for a buyer account you can opt to do so during checkout, please see section 9 for more details.

8. Service provider registration and accounts

8.1 This Section 8 applies to you if you are, or wish to be, a service provider selling your Services to buyers using the Platform.

8.2 To be eligible for a service provider account under this Section 8, you must be operating a business and:

- (a) if you are a sole trader, you must be at least 18 years of age and resident in UK or US;
- (b) if you are a partnership, you must be established under the laws of UK or US; and
- (c) if you are a limited company or other limited liability entity, you must be incorporated in UK or US.

8.3 You may register for a service provider account with our Platform by completing and submitting the account registration form on our Platform.

9. User login details

- 9.1 During checkout you will have the option to register for an account, your email address will be your user ID and you will be asked to create a password.
- 9.2 You must keep your password confidential.
- 9.3 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 9.4 You are responsible for any activity arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

10. Cancellation and suspension of the service provider's account

10.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or
- (c) edit your account details,

at any time in our sole discretion without notice or explanation, providing that if we cancel your account and we are holding payment due to you, as long as you have not breached these terms and conditions, we will pay to you such amount as due to you, subject to section 19.

10.2 If you wish to cancel your account please contact us via our Contact page and we will arrange your account to be closed within 7 days.

11. Reviews

11.1 We may from time to time publish reviews of the Services and Platform.

11.2 Reviewers are or may be independent from us; accordingly, reviews published on our Platform do not necessarily reflect our views and opinions.

11.3 You acknowledge that reviews published on our Platform may be out of date, biased, partial, misleading and/or inaccurate.

11.4 You should not rely upon reviews we publish to make decisions or determine courses of action, and you should conduct your own research before making a decision or embarking upon a course of action.

11.5 Subject to Section 26.1, we will not be liable to you for any loss or damage arising from any reliance you may place on any review published.

11.6 You agree to the publication of reviews relating to you and your business, by others, on our Platform; you acknowledge that such reviews may be critical or defamatory or otherwise unlawful; and, subject to Section 26.1, you agree that you will not hold us liable in respect of any such reviews, irrespective of whether we are aware or ought to have been aware of such reviews.

12. User reviews

- 12.1 We may from time to time publish reviews by users – including both buyers and service providers.
- 12.2 Any registered user may submit reviews for publication, subject to these terms and conditions.
- 12.3 Your reviews must be honest, reasonable and bona fide reviews of subject matter.
- 12.4 For the avoidance of doubt, your reviews constitute "your content" for the purposes of Section 22 and Section 23.
- 12.5 You acknowledge that we may publish and otherwise use, in conjunction with your reviews, the name you provide to us, but we shall have no obligation to do so.
- 12.6 You hereby waive all your moral rights in your reviews to the maximum extent permitted by applicable law and warrant that all other moral rights in your reviews have been waived to the maximum extent permitted by applicable law. You are not to duplicate your review on any other platform, website or social media, unless we consent to you doing so beforehand.
- 12.7 You acknowledge that the user reviews published are submitted by users, and that we do not usually review, approve or edit such reviews; accordingly, we do not warrant the completeness or accuracy of the user reviews.

13. Service provider listings

- 13.1 If you register as a service provider, you will be able to submit listings.
- 13.2 To create a listing, you should follow the prompts as provided on the Platform.
- 13.3 Listings that are submitted will be individually reviewed within 7 business days following submission.
- 13.4 Without prejudice to our other rights under these terms and conditions, we reserve the right to reject, unpublish and/or delete any listings that breach these terms and conditions or that do not meet any additional guidelines for listings published.
- 13.5 If we permit the publication of a listing, it will remain published for as long as the Services described in the listing remains on offer by the Service Provider, subject to these terms and conditions.
- 13.6 Listings submitted must be true, fair, complete and accurate in all respects.
- 13.7 Listings submitted must constitute bona fide listings relating to subject matter.
- 13.8 You must keep your listings up to date using our Platform; in particular, you must remove any listings in respect of Services that have ceased to be available.

14. Service rules

- 14.1 You must not advertise, buy, sell or supply through or in relation to our Platform any service that:
- (a) breaches any law, regulations or code, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law;
 - (b) involves the supply, distribution or publication of any material that would, if published on our website by you, contravene the provisions of Section 4 or Section 22; or
 - (c) relates to drugs, narcotics, steroids or controlled substances; relates to pornography or obscene, indecent or sexually explicit materials; encourages or facilitates criminal acts or civil wrongs; or encourages or facilitates the infringement of any intellectual property right.
- 14.2 You are solely responsible for ensuring that you have and maintain all necessary requirements, licences, consents and permissions necessary for the performance of the Services, including but not limited to Disclosure and Barring Service Checks, alcohol licensing, food hygiene standards.

15. The buying and selling process

- 15.1 You agree that a contract for the purchase and supply of Services will come into force between you and another registered user, and accordingly that you commit to purchasing or supplying the relevant Services, in the following circumstances:
- (a) a buyer must add the Services he or she wishes to purchase to the shopping cart, and then proceed to the checkout. It is the buyer's responsibility to check all details and any restrictions relating to the Services before purchasing;
 - (b) the buyer must select the preferred date and time for the supply of the Services and confirm the order and his or her consent to these terms and conditions and the applicable terms and conditions of supply;
 - (c) we will take and process the buyer's payment via our third-party payment service provider, buyers must submit payment in full via credit, debit, pre-paid gift card or any other payment method as stated during the buying process, updated from time to time; and
 - (d) we shall then via the Platform send to the buyer an automatically generated acknowledgement of payment and order confirmation (at which point the order will become a binding contract between the service provider and the buyer).

16. Terms and conditions of supply

- 16.1 Service providers must use the Platform to upload legal notices applying to their relationships with buyers, including but not limited to cancellation, rescheduling and refund policies.
- 16.2 Service providers must ensure that:
- (a) legal notices are sufficient to meet the service provider's legal disclosure obligations and other legal obligations; and
 - (b) they comply with all laws applicable to their listings and supplies of Services, including where applicable the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce (EC Directive) Regulations 2002.
- 16.3 Except to the extent that a buyer and service provider expressly agree otherwise, the following provisions will be incorporated into the contract for the supply of Services between the buyer and the service provider:
- (a) the price for the Services will be as stated in the relevant service listing
 - (b) other amounts will only be payable by the buyer if this is expressly and clearly stated in the listing or in the checkout;
 - (c) appropriate means of provision of Services must be used by the service provider;
 - (d) Services must be provided with reasonable care and skill and must conform in all material respects to the description of the Services in the listing and any other description of the Services supplied or made available by the service provider to the buyer.
- 16.4 If the service provider is a trader and the buyer is a consumer, the provisions of Section 17 shall be incorporated into the contract for the supply of Platform between the buyer and the service provider.
- 16.5 Both buyers and service providers undertake to comply with the agreed terms and conditions of supply.

17. Cancellation, rescheduling and refund

- 17.1 Generally a buyer (when acting as a consumer, that is an individual acting wholly or mainly outside the buyer's trade, business, craft or profession) will not have any right to cancel a contract insofar as the contract relates to the supply of Services related to leisure activities, if the contract provides for a specific date or period of performance. Please check the cancellation, rescheduling and refund policies as included on the service provider's listing before purchasing.
- 17.2 If a refund is due, we will refund money using the same method used to make the payment. In any case, the buyer will not incur any fees as a result of the refund.
- 17.3 We will process the refund without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

18. Payments to us

- 18.1 As the buyer, you must pay to us the fees in respect of the Services in advance, in cleared funds, in accordance with any instructions on our Platform.
- 18.2 The applicable fees for the Services shall be set out in the listing on the Platform.
- 18.3 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
- 18.4 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of Platform to you.
- 18.5 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

19. Our Commission

- 19.1 We shall deduct commission in respect of each sale of Services made through our Platform, from the fees payable to us in Section 18 by the buyer.
- 19.2 In respect of commission payable to us:
 - (a) we shall deduct our commission before making payment of the balance to the service provider; and
 - (b) commission shall be payable at the rate or rates specified by us at the time the service provider creates the listing on our Platform.
- 19.3 We may vary commission rates from time to time (we will notify the service providers directly), but this will not affect any commission that accrues before the new rates are posted.

20. Payments by us

- 20.1 We shall pay the Service Provider the balance of the fees (after deducting our commission as set out in section 19) 3 working days after the Services have been completed, or as otherwise agreed with the service provider.
- 20.2 We shall make payment to the bank account nominated by the service provider.
- 20.3 Time for payment to the service provider shall not be of the essence but we shall use commercially reasonable endeavours to pay the service provider in a timely fashion.
- 20.4 Where the buyer seeks a refund due to his or her right to cancel, the service provider will not be entitled to any payment of fees by us. If we have already paid the service provider, then the service provider must pay back the fees to us to enable us to refund the buyer.

21. Our role

21.1 You acknowledge that:

- (a) we do not confirm the identity of users, check their credit worthiness or bona fides, or otherwise vet them;
- (b) we do not check, audit or monitor the information contained in listings;
- (c) we are not party to any contract for the sale or supply of Services advertised on the Platform (except the marketplace and payment processing services made available to buyers and service providers under these terms and conditions);
- (d) we are not involved in any transaction between a buyer and a service provider in any way, save that we facilitate a marketplace for buyers and service providers, process payments on behalf of buyers, provide confirmation emails and reminders, and process any refunds;
- (e) we are not the agents for any buyer or service provider,

and accordingly we will not be liable to any person in relation to the offer for sale or supply of any Services advertised on our Platform; furthermore, we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale or supply of any Services and we will have no obligation to mediate between the parties to any such contract.

21.2 You acknowledge that we cannot be held responsible for the behaviour of our users, either on or off the Platform, and we cannot guarantee that any information provided by a user is true, accurate, complete, current and not misleading; and subject to Section 26.1 you will not hold us liable in respect of any loss or damage arising out of any user behaviour or user information.

21.3 The provisions of this Section 21 are subject to Section 26.1.

22. Your content: licence

22.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our Platform for storage or publication on, processing by, or transmission via, our Platform.

22.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

22.3 You grant to us the right to sub-license the rights licensed under Section 22.2.

22.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 22.2.

22.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all

other moral rights in your content have been waived to the maximum extent permitted by applicable law.

22.6 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

23. Your content: rules

23.1 You warrant and represent that your content will comply with these terms and conditions.

23.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

23.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;

- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

23.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

23.5 You must not use our Platform to link to any website or web page consisting of or containing material that would breach the provisions of these terms and conditions.

23.6 You must not submit any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

24. Report abuse

24.1 If you learn of any unlawful material or activity on our Platform, or any material or activity that breaches these terms and conditions, please let us know.

24.2 You can let us know about any such material or activity by contacting us via our Contact Page.

25. Limited warranties

25.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our Platform;
- (b) that the material on the Platform is up to date; or
- (c) that the Platform or any service will remain available.

25.2 We reserve the right to discontinue or alter any or all of our Platform, and to stop publishing our Platform, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Services, or if we stop publishing the Platform.

25.3 To the maximum extent permitted by applicable law and subject to Section 25.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions and the use of our Platform.

26. Limitations and exclusions of liability

26.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;

- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

26.2 The limitations and exclusions of liability set out in this Section 26 and elsewhere in these terms and conditions:

- (a) are subject to Section 26.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

26.3 To the extent that our Platform and the information displayed thereon are provided free of charge, we will not be liable for any loss or damage of any nature.

26.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

26.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

26.6 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms and conditions as a consumer, this Section 26.6 shall not apply.

26.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 26.7 shall not apply.

26.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Platform or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

26.9 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the total amount paid to us under the contract.

27. Indemnity

27.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our Platform or any breach by you of any provision of these terms and conditions.

28. Breaches of these terms and conditions

28.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to the Platform;
- (c) permanently prohibit you from accessing the Platform;
- (d) block computers using your IP address from accessing the Platform;
- (e) contact any or all of your internet service providers and request that they block your access to the Platform;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account.

28.2 Where we suspend or prohibit or block your access to the Platform, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

29. Third party websites

29.1 Our Platform includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

29.2 We have no control over third party websites and their contents, and subject to Section 26.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

30. Trade marks

30.1 ClassBento, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

30.2 The third party registered and unregistered trade marks or service marks on our Platform are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

31. Variation

- 31.1 We may revise these terms and conditions from time to time.
- 31.2 The revised terms and conditions shall apply to the use of the Platform from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 31.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the Platform, and you must stop using the Platform.

32. Assignment

- 32.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 32.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

33. Severability

- 33.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 33.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

34. Third party rights

- 34.1 A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 34.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

35. Entire agreement

- 35.1 Subject to Section 26.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our Platform and shall supersede all previous agreements between you and us in relation to your use of our Platform.

36. Law and jurisdiction

- 36.1 These terms and conditions shall be governed by and construed in accordance with English law.

36.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

37. Statutory and regulatory disclosures

37.1 We will specify on the Platform or elsewhere in these terms and conditions the different technical steps you must follow to conclude a contract under these terms and conditions, and also the technical means for identifying and correcting input errors prior to the placing of your order.

37.2 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our Platform. We recommend that you consider saving a copy of these terms and conditions for future reference.

37.3 These terms and conditions are available in the English language only.

37.4 The website of the European Union online dispute resolution platform is available at <http://ec.europa.eu/odr>. The online dispute resolution platform may be used for resolving disputes.

38. Our details

38.1 This website is owned and operated by ClassBento Group.

38.2 We are registered in England and Wales as ClassBento Limited under registration number 12494863, and our registered office is 17 Queens Lane, Newcastle, NE1 1RN. We are also incorporated in Delaware as ClassBento, Inc., and our registered office is 3411 Silverside Road, Tatnall Building #104, Wilmington, New Castle County, Delaware 19810.

38.3 You can contact us:

- (a) via our Contact page; or
- (b) by email, using the email address published on our website from time to time.

PRIVACY POLICY

Welcome to ClassBento's privacy notice.

ClassBento respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

It is important that you read this privacy notice together with our Terms of Use and Terms and Conditions as together these describe the data that we collect from or about you and the way in which we use it.

IMPORTANT INFORMATION AND WHO WE ARE

Purpose of this privacy notice

This privacy notice aims to give you information on how ClassBento collects and processes your personal data through your use of this website, including any data you may provide through this website when you sign up to the workshops or experiences contained on our website or purchase one of our gifts. It will also provide information to our teachers who provide their products or services to users of our website.

Although we offer workshops and experiences which may be relevant to children, we do not intend for our site or any linked site to be used by children, and we do not intend to collect data from children.

Similarly, we do not intend to collect (and we ask that you do not disclose) any particularly sensitive data to us such as information relating to your health, religious beliefs, race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data. Nor do we collect any information about criminal convictions and offences.

Data Controller

ClassBento is the data controller and responsible for your personal data (collectively referred to as "ClassBento", "we", "us" or "our" in this privacy notice).

This privacy notice is issued on behalf of the ClassBento Group so when we mention "ClassBento", "we", "us" or "our" in this privacy notice, we are referring to the relevant company in the ClassBento Group responsible for

processing your data. Routinely, the entity which will be the controller for your data when you purchase a product or service with us will be ClassBento Limited and is responsible for this website.

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice or our privacy practices, including any requests to exercise your legal rights, please contact the data privacy manager using the details set out below.

Full name of legal entity: ClassBento Limited (CRN:1249863).

Data Privacy Manager: Chierke Iain Wang

Email address: iain@classbento.com

Postal address: 23 Atchison St, St Leonards, NSW 2121, Australia

Telephone number: +44 7723494868

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy notice and your duty to inform us of changes

We keep our privacy notice under regular review. This version was last updated on 17 March 2021.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

Children Under the Age of 13

Our website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this website or on or

through any of its features. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at:

hi@classbento.com
+44 7723494868

WHAT PERSONAL DATA DO WE COLLECT ABOUT YOU?

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Name;
- Address;
- E-mail address;
- Telephone number;
- Any location or category preferences that you subscribed to in relation to the services we offer;
- Financial credit or debit card information when you make a purchase from us;
- Location information from the device that you are using to visit our site or whilst using our app;
- Information about the type of products and services you purchase from us.
- Information about your visit to our website, including how and when you came to visit us, how you interacted with the site, and where you went next;
- Technical information about the way that you use web and mobile services, including internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and any other technology on the devices you use to access this website;
- Information collected from our websites and across the internet through cookies, web beacons, pixel tags, device identifiers and other technologies including information about your shopping habits and preferences;
- Demographic information and other information provided by you; and
- Marketing information includes your preferences in receiving marketing from us and our teachers and other third parties and your communication preferences.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will **not** directly or indirectly reveal your identity. For example, we may

aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

Don't wish to provide us with your personal data?

This is, of course, your prerogative. However, we do need to collect your personal data to perform our contract with you, and without it, we may not be able to provide you with our services or products. In this case, we may have to cancel your order. We hope that this is not the case, but we will notify you if this becomes necessary.

HOW IS YOUR PERSONAL DATA COLLECTED?

We (and other suppliers and service providers we work with) use different methods to collect data from and about you including:

- **Direct interactions.** You may give us information such as your name, address, telephone number and email address as well as other information such as website registration details and preferred means of communication so that you may apply for our products or services, create an account on our website, subscribe to our services, request marketing to be sent to you or to provide us with feedback.
- **Third parties or publicly available sources.** We may collect information from teachers who advertise their products or services on our site. For example, this may happen when you redeem a [credit] voucher or gift card issued by us or if we receive information from a teacher in relation to the delivery of services. We also work closely with third parties providing services to us such as sub-contractors who provide technical, payment and delivery services to us to assist us with the products or services we provide to you. We may also collect technical data from analytics providers, advertising networks and social networking platforms.

HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need further details about this.

Purpose/Activity	Lawful basis for processing including basis of legitimate interest
To register you as a subscriber on our website and to provide you with information about our products and services	(a) Legitimate Interests (b) Performance of (or in contemplation of) a contract with you
To process any purchase you make from our site, [or within our apps], including gift cards, relating to the management of payments and collecting any money owed to us	(a) Performance of a contract with you (b) Necessary for our legitimate interests
<p>To manage our relationship with you which will include:</p> <ul style="list-style-type: none"> ● Providing our customer service to you and liaising with our teachers to deal with any issues that may arise; ● Notifying you about changes to our terms or privacy notice; ● Measuring customer satisfaction by asking you to leave a review or take a survey; ● To contact you to invite you to participate in any competitions, prize draws or other offers we tell 	(a) Performance of a contract with you; (b) Necessary to comply with a legal obligation; (c) Necessary for our legitimate interests (to keep our records updated, to study how customers use our products/services and to develop them and grow our business).

you about and we think you might be interested in;	
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	Necessary for our legitimate interests (to develop our products/services and grow our business)

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. Where we contact you to tell you about promotional offers, we may use data from your past visits to our website to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or made purchases using our site and where you have not opted out of receiving that marketing.

Online advertising and third-party marketing

Other than in relation to our teachers, who will also need to process personal data about you, we will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

We work with online advertisers and social media platforms and advertising networks such as Facebook, Instagram and Pinterest to deliver tailored advertising to you. We may also share online identifiers with analytics and search engines providers that assist us in the improvement and optimisation of our site. You can choose not to allow your data to be used in this way by changing your settings within social media platforms, or as described in the privacy policies provided by these third parties.

Opting out

You can ask us to stop sending you marketing messages at any time by logging into the website and checking or unchecking relevant boxes to adjust your marketing preferences or by contacting us at any time.

Please be aware that where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of purchase you have made as we are required to retain some personal data by law.

Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see <https://classbento.com/cookie-policy>.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

DISCLOSURES OF YOUR PERSONAL DATA

We may share your personal data with some third parties which is necessary for us to conduct our business affairs. These are:

- **Teachers:** as we host services provided by teachers on our website, we will need to share some information about you with them when you purchase an experience, workshop or voucher from us. When you make a purchase, you will be entering into a separate contract with that teacher, in which case, your personal data will be collected by them also. Where you redeem a voucher, we will also need to share your personal data with that teacher as this will be necessary for delivering these products and services to you.
- **Other teachers:** occasionally a teacher may inform us that they are no longer able to fulfil your order to provide the experience or workshop. Where this occurs, we might share your personal information with an alternative trusted teacher who uses our site who will be able to provide you with the same or similar services.
- **Other companies within our Group:** we may share your data with our parent company and others in our group where we have a legitimate reason to do so.
- **Other third parties:** we engage various third parties to provide specific services to us to help us run our business. Examples of this are:
 - IT and system administration providers and website management services;
 - Payment processing (credit card and debit card) companies;
 - Professional advisers including lawyers, bankers, and auditors based in the United Kingdom and the United States who provide consultancy, banking, legal and accounting services.
 - Our insurance services will be covered on a group insurance policy based in Australia although this will only relate to a very limited dataset of personal information and only where strictly necessary.
 - Online advertising related service providers providing social media platforms and advertising networks to deliver, tailor and measure advertising to you (including platforms such as Facebook, Instagram, Pinterest).
 - Providers of data analytics which we partner with and whose software we use to monitor, analyse and promote customer experiences from visits to our site. Partners such as Google Analytics and Criterio use re-targeting technologies relying on cookies or similar technologies to display advertisements based on your past browsing behavior.

- HM Revenue & Customs, regulators and other authorities based in the United Kingdom and the United States who require reporting of processing activities in certain circumstances.
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all our third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

INTERNATIONAL TRANSFERS

We share your personal data within the ClassBento Group. This will involve transferring your data outside the UK or the European Economic Area (EEA) or the US. We are permitted to do this in order to provide our services to you (performance of a contract) and will ensure that we have safeguards in place to protect your personal data in accordance with applicable UK, EU and US protection legislations.

Some of our external third parties are based outside the UK, EEA and the US so their processing of your personal data will involve a transfer of data outside the EEA and the US.

Whenever we transfer your personal data out of the UK, EEA or the US, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see *European Commission: Adequacy of the protection of personal data in non-EU countries*.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see *European Commission: Model contracts for the transfer of personal data to third countries*.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe

and the US. For further details, see *European Commission: EU-US Privacy Shield*.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA or the US.

DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

DATA RETENTION

How long will you use my personal data for?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our customers for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see *your legal rights* below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. If you wish to exercise any of the rights set out below, please contact us at hi@classbento.com.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

GLOSSARY

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

YOUR LEGAL RIGHTS

You have the right to:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
 - If you want us to establish the data's accuracy.
 - Where our use of the data is unlawful but you do not want us to erase it.
 - Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
 - You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
 - Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen,

your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

California residents may have additional personal information rights and choices. If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit classbento.com/ccpa

California's "shine the Light" law (Civil Code Section § 1798.83) permits users of our website or apps that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to hi@classbento.com or write us at: 23 Atchison St, St Leonards NSW 2065 Australia.

Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to this designated address: hi@classbento.com

If you require any further information regarding this Privacy Notice then please contact ClassBento by email at hi@classbento.com.