



EXAM PAPERS PRACTICE

Terms and Conditions

Effective as of 5th May, 2023

1. INTRODUCTION

Applicable Terms. Thanks for using Exams Papers Practice. Exams Papers Practice is a service provided by Exams Papers Practice Ltd ("Exams Papers Practice", "our", "we" or "us"), located at 54 Lots Road, Chelsea, SW10 0QD London UK.

Exams Papers Practice Ltd (company number 13149176, "Exam Paper Practice", "our", "we", "the Company") is a company registered in England and Wales.

Your use of Exams Papers Practice and the digital content or services (referred to as "**Content**") available through it is subject to these Exams Papers Practice Terms of Service and the Exams Papers Practice ("**Exams Papers Practice ToS**") (together referred to as the "**Terms**"). Exams Papers Practice is a "Service" as described in the Exams Papers Practice ToS.

2. YOUR USE OF EXAMS PAPERS PRACTICE

Access to and Use of Content. You may use Exams Papers Practice to browse, locate, view, or download Content for your mobile, computer, TV, watch, or other supported device ("**Device**"). To use Exams Papers Practice, you will need a Device that meets certain system requirements.

2.1. Please read these terms of service ("the Terms of Service") carefully before participating in, accessing, or using any of the Services. The Terms of Service apply to the Services. By using the Services, you acknowledge that you have read the Terms of Service and agree that the Terms of Service constitute a binding legal agreement between the user ("you") and Exam Papers Practice. If you do not agree with the Terms of Service, you must not use the Services.

2.2. Please read our privacy policy ("the Privacy Policy") which you can find here: <https://www.exampaperspractice.co.uk/privacy-policy/>. By using the Services, you acknowledge that you have read the Privacy Policy and agree to its terms. If you do not agree with the Privacy Policy, you must not use the Services.

2.3. Your attention is particularly drawn to clauses 4.1 to 4.8 (warnings regarding the scope of the Services).

2.4. The Terms of Service and any dispute arising out of or in connection with the Terms of Service are governed by the laws of England and are subject to the exclusive jurisdiction of the courts of England.



3. AGE RESTRICTION

3.1 Age Restrictions. In order to use Exam Papers Practice, you must have aged 13 and above). If you are considered a minor in your country, you must have your parent or legal guardian's permission to use Exam Papers Practice and to accept the Terms. You must comply with any additional age restrictions that might apply for the use of specific Content or features on Exam Papers Practice.

3.2 If you are under 13 :

3.23. please do not use the Services; and

3.24. please do not attempt to register for a membership (see clause 5 below) or send any information about yourself to the Company, including your name, address, telephone number, or email address.

3.25. If it comes to our attention that we have unknowingly gathered information from a person under the age of 13, we will delete that information immediately.

4. HOW TO USE THE SERVICES

Warnings regarding the scope of the Services

4.1. The Services, including the content of the Site, are intended for educational and entertainment purposes only. The Services are not intended to, and do not, constitute legal, professional, medical, psychological, therapeutic, or healthcare advice or diagnosis or counseling, and may not be used for such purposes.

4.2. Exam Papers Practice does not represent or warrant or otherwise agree that the Services will be uninterrupted, error-free, reliable, or timely, that defects will be corrected, or that the Services or any relevant server are free of viruses or other harmful components.

4.3. Exam Papers Practice does not guarantee that videos or files available for viewing through the Site will be free of contaminating or damaging code such as viruses, trap doors, and the like.

4.4. Exam Papers Practice does not endorse the content, nor warrant the accuracy, completeness, correctness, timeliness, or usefulness of any opinions, advice, content, services, or merchandise provided through the Site or on the Internet generally.

4.5. Exam Papers Practice does not make or provide any guarantee, representation, warranty, or any other agreement of any kind, whether express or implied, whether written or oral, that the information and/or any services provided on or through the Site are valid, accurate, correct, complete, exhaustive of any given subject matter or fit for any particular purpose. It is extremely important that you check the information provided and requirements published by any relevant exam board(s) and school in order to ensure the accuracy, validity, completeness, exhaustiveness, and fitness for any particular purpose



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of the information appearing on or any services provided through the Site. You rely on all and any such content and/or services strictly at your own risk.

4.6. Any answers or solutions provided on the Site (including model answers or videos) constitute Exam Papers Practice interpretation of an answer and/or solution to a given question. However, those answers and/or solutions are not and are not held out as being the correct or definitive answer to that question. There may be scope for a range of other answers or solutions to that question.

4.7. Exam Papers Practice is not liable or responsible in any way if you (or your student(s) or child/children where relevant) incorrectly answer a question in an assignment, exam or any form of formal testing administered by a school or exam board by using a method or procedure featured on the Site, including methods or procedures which do not correspond to the methods or procedures taught at the relevant student's school (or equivalent educational facility).

4.8. Exam Papers Practice does not in any way guarantee any outcome in formal or informal academic testing.

Restrictions on use

4.9. When using the Site and the Services you agree not to:

4.9.1. Modify, download, reproduce, copy or resell any material which is featured on the Site, the Site's content, or any other service offered by Exam Papers Practice.

4.9.2. Commercially use the Services, the Site, the content, or any portion derivative thereof.

4.9.3. Bypass any measure put in place to prevent or restrict access to any portion of the Site or any other service operated, owned, and managed by Exam Papers Practice.

4.9.4. Interfere with or damage in any way the operation of the Site, by any means, including uploading viruses, adware, spyware, worms, or other malicious code.

4.9.5. Use any robot, spider, data miner, crawler, scraper or other automated means to access the Site to collect information from or otherwise interact with the Site.

4.9.6. Reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Site, Exam Papers Practice Facebook page, Exam Papers Practice Instagram Page, or any related web-hosted service administered, managed, and owned by Exam Papers Practice. The sole exception to this prohibition is where such activity is expressly permitted by applicable law.

4.9.7. Use the Site, Facebook, Instagram, or any other related service unlawfully, which could damage, disable or impair the Site.



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4.9.8. Use the Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy.

4.9.9. Collect contact information from the Site, Facebook or any other related service administered, managed and owned by Exam Papers Practice for the purpose of sending emails, unwarranted messages or for the benefit of any third party.

4.9.10. Modify or create derivatives of any part of the Site, Facebook, Instagram or any other service administered, managed and owned by Exam Papers Practice.

4.9.11. Post, upload or distribute any defamatory, slanderous or inaccurate user content or any other form of content.

4.9.12. Post, upload or distribute any user content that is unlawful, offensive, pornographic, harassing, threatening, racist, hateful or otherwise inappropriate.

4.9.13. Impersonate any person or entity, falsely state or otherwise misrepresent yourself and your age, or create a false identity on the Site, Exam Papers Practice, Instagram, Facebook page or any other service.

4.9.14. Use or attempt to use another member's account. Under no circumstances will this be permitted.

4.9.14A. Log in to the Site on more than one device at any given time unless you have bought the appropriate user subscription package to do so.

4.9.15. Delete, remove or obscure any copyright or other proprietary notices on the Site, Facebook, Instagram or any other service.

4.9.16. Upload, post, transmit or otherwise make available any unsolicited offers, advertisements, proposals or send junk mail or spam to other users of the Site. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

4.9.17. Upload, post, transmit, share, store or otherwise make publicly available any private information of any third party, including addresses, phone numbers, email addresses, credit card numbers, etc.

4.9.18. Solicit personal information from anyone under 18 or solicit passwords or personal information for commercial or unlawful purposes.

4.9.19. Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, viruses, malware, bots, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.



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4.9.20. Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.

4.9.21. Upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Exam Papers Practice, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or Exam Papers Practice, Instagram, Facebook page, or which may expose Exam Papers Practice or its users to any harm or liability of any type.

5. SUBSCRIPTION

Registration

Subscriptions. When you subscribe to Content through Exam Papers Practice, you receive access to that Content on a continuing basis unless you cancel. Subscriptions are automatically charged at the start of each billing period (whether weekly, monthly, annually, or another period), and you may be charged no more than 24 hours before the beginning of each billing period.

Trials Periods. When you subscribe to Content for a price, you may receive access to the subscription benefits at no charge for a specified trial period, after which you will be charged until you cancel your subscription. To avoid being charged, you must cancel before the end of the trial period. Once you cancel your trial, you will immediately lose access to the relevant digital information and any subscription privileges unless otherwise specified. Access to such trial periods may be limited to a certain number of trials for each user during a given period, or other restrictions.

5.1. A certain percentage of the content on the Site is available for free viewing without requiring any form of Subscription.

5.2. To access additional content, you will be required to register as a Subscriber ("Subscriber") with the Site and to purchase a Subscription ("Subscription"). Exam Papers Practice grants subscribers a license to access certain content on the Site, depending on the precise terms of their Subscription (see below).

5.3. In order to register you will be required to provide certain information, including your full name and email address.

5.4. The information you provide must be true, accurate, current, and complete. If the original information provided upon initial sign-up changes after this time, it is your obligation to update and correct it. If any information provided by you is not true, accurate, current, or complete, Exam Papers Practice maintains the right to terminate your subscription and refuse any current or future access or use of the Site.



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5.5. When selecting a password, for your own security you should choose a combination of lower case, uppercase, number, and symbols (for example, Epp2023!re\$ Please ensure you select a password unique for your Exam Papers Practice account. Avoid choosing obvious words or dates such as a nickname or your birth date. Please exercise maximum caution to keep your username and password confidential and log off from the Site when your session is complete to prevent unauthorized access to your information. If your username or password is subject to unauthorized access, you should immediately inform Exam Papers Practice.

5.6. Once Exam Papers Practice has received your information you will be sent a confirmation email confirming that you are a Subscriber of the Site. You will have your own Subscribers account, with an account management page, which will contain details of any Subscriptions(s) that you have purchased and your account settings.

5.7. For security purposes, each Subscriber's account can only be accessed on one device at a time. As explained in clause 5.15.2 below, we are able to monitor all Subscribers' usage of the Site and we do not permit subscribers to share their login details. If you have been logged out of your account, please check that you are not logged in on any other device and that you have not shared your login details with anyone else.

5.71. You can access the Site from a maximum of five devices within a 30-day period. If you exceed this number, your account may be terminated.

Charges and Payment

5.8. To access the Subscribers section of Exam Papers Practice, a user must purchase a subscription on a recurring payment basis ("Subscription(s)").

5.9. Exam Papers Practice reserves the right to make any changes at any time to the amount, structure, or timing of any charges and/or payments for any of the Services.

5.10. You will be billed in advance on a recurring and periodic basis (referred to as a "Billing Cycle"). Billing Cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

5.11. At the end of each Billing Cycle, your Subscription will automatically renew under the same conditions unless you cancel it or unless Exam Papers Practice cancels it. You may cancel your Subscription renewal either through your account management page or by contacting the Exam Papers Practice customer support team. If you cancel a subscription please send an email to info@exampaperspractice.co.uk or write to Customer Support Exam Papers Practice, 54 Lots Road, Chelsea, London SW10 0QD.

5.12. A valid payment method, including a credit card or debit card, is required to process the payment for your Subscription. You shall provide Exam Papers Practice with accurate and complete billing information including your full name and details of a valid payment method. By submitting such payment information, you automatically authorize Exam Papers Practice to charge all Subscription fees incurred through your account to any such payment instruments.

TERMINATION AND SUSPENSION

5.15. Exam Papers Practice may terminate or suspend with immediate effect and without notice your access to and use of the Services as a Subscriber, for any reason, and, in particular if we:

5.15.1. do not receive payment.

5.15.2. believe you have shared your account with another student, person or entity (Exam Papers Practice is able to monitor your usage of the service and will use this information to draw a conclusion as to whether you have shared your account details);

5.15.2A. believe that you have logged into the Site on more than five devices within a given 30-day period;

5.15.3. believe that you have breached any of the Terms of Service;

5.15.4. are unable to verify the accuracy or validity of any information provided by you; or

5.15.5. suspect fraudulent, abusive or illegal activity by you.

5.16. Exam Papers Practice may come to a conclusion which will result in termination or suspension even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion proves not to be well-founded.

5.17. At any point, if Exam Papers Practice deems user conduct to be unsuitable, the Company may, of its own volition, choose to terminate any licence or permission previously granted to a user.

5.18. You may cancel your Subscription at any time but under no circumstances will Exam Papers Practice provide a refund of any payment(s) (see clause 12 below).

6. THIRD PARTIES

6.1. Exam Papers Practice is not associated with and is not an agent of any third party, including any party named or linked on the Site, and therefore does not have any authority as regards such third parties.

6.2. Exam Papers Practice maintains no jurisdiction over, endorsement, responsibility or liability for any content, products, advertising or other resources available from any third party.

6.3. By agreeing to the Terms of Service, you agree that Exam Papers Practice (and our officers, directors and employees) have no liability to you in relation to any dispute you may have with any third party.



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6.4. Exam Papers Practice is a private company and acts solely and entirely independently from any exam board, including any exam board mentioned on the Site. Exam Papers Practice and the exam boards (whether or not mentioned on the Site) share no formal contract, affiliation, endorsement or association with each other. In no way do any of the exam boards manage, check or engage in any quality control in respect of any of the Services, including any the content available on the Site. As explained in clause 4 above, reliance on the Services, including any information appearing on the Site, is strictly at your own risk.

7. COPYRIGHT

7.1. By agreeing to the Terms of Service, you acknowledge that all of the content and information provided on the Site and/or through the Services, or contained in any advertisements, sponsorships, or presented to you by Exam Papers Practice, is protected by relevant copyrights, trademarks, service marks, patents, or other proprietary rights and laws. This applies to all the content and information, including but not limited to text, software, music, sound, photographs, graphics, video or other material featured on the Site.

7.2. Except as expressly authorised by Exam Papers Practice, you agree not to copy, reproduce, download, modify, translate, publish, broadcast, transmit, distribute, publish, edit, adapt, upload, share, display, license, sell or otherwise exploit for any purposes whatsoever any content featured on the Site.

7.3. Exam Papers Practice reserves all relevant rights to the content on the Site not expressly granted in the Terms of Service.

8. LIMITATION OF LIABILITIES

8.1. To the fullest extent permitted by the applicable laws Exam Papers Practice, on its own behalf and on behalf of its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, and suppliers, exclude and disclaim liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to loss of business, profits, data, use, revenue or other economic advantage, claims of third parties, arising out of or in connection with the Services, or any linked services or websites, even if advised of the possibility of such damages. This limitation of liability applies whether the alleged liability is based on contract, tort (including negligence) strict liability, or any other basis.

8.2. The limitations set out in clause 8.1 above are fundamental to the bargain between us and you. The Services would not be provided without such limitations.

8.3. Exam Papers Practice liability, and/or the liability of our parents, subsidiaries, officers, directors, employees, and suppliers, to you or any third parties, will not, in any circumstances, exceed the amount of any charges and/or payments that you make to Exam Papers Practice in the 12 months prior to the action or event giving rise to the liability.



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8.4. You and Exam Papers Practice agree that any cause of action arising out of or related to the Services must commence within 6 months after the cause of action arose (except for causes of action arising out of users' responsibilities described in clause 10 below); otherwise, such cause of action is permanently barred.

9. AMENDMENT OF THE TERMS OF SERVICE

9.1. Exam Papers Practice reserves the right, at our discretion, to change, modify, add or remove the whole or part of the Terms of Service at any time.

9.2. In the event that the Terms of Service are altered, Exam Papers Practice will post the amended terms on the Site and changes will apply from the date of posting.

9.3. If, after the Terms of Service and/or the Privacy Policy have been altered, you do not agree to their terms, you must stop using the Site.

10. SITE MAINTENANCE AND ALTERATION

10.1. Whilst Exam Papers Practice will try to provide you with uninterrupted access to the Site and the Services, we may need to withdraw, modify, discontinue or temporarily or permanently suspend one or more aspects of the Site, e.g. if Exam Papers Practice is experiencing technical difficulties. However, Exam Papers Practice will try, wherever possible, to give reasonable notice of its intention to do so.

10.2. Exam Papers Practice reserves the right to withhold, remove, alter, amend and/or discard any content on the Site, including content made available to you as a Subscriber, for any reason with or without notice at any time.

11. INDEMNITY

You agree to indemnify Exam Papers Practice, its subsidiaries, and affiliates, and their respective officers, agents, partners, and employees, in relation to any loss, liability, claim, or demand, including reasonable legal fees, arising out of or in connection with your use of the Site and the Services in violation of the Terms of Service and/or arising from a breach of the Terms of Service and/or any breach of any representations and warranties that you make to the Company and/or if any content that you post on or through the Site causes Exam Papers Practice, its subsidiaries, and affiliates, and their respective officers, agents, partners, and employees, to become liable to any other party.

12. REFUNDS

We do not offer refunds on purchases made through the Site unless a refund is requested on all purchases or the purchase of a subscription is made before 14 days from the date of purchase. We provide free samples of content before you purchase a Subscription or make a one-time payment in order to help inform your decision to purchase or not.

All Sales Final. See Exam Papers Practice Refund Policy for more information about your rights to withdraw, cancel, or return purchases for a refund. Except as expressly



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set out in the Exam Paper Refund Policy or the refund policies of the Provider, all sales are final, and no returns, replacements, or refunds are permitted. If a replacement, return, or refund is granted for any transaction, the transaction may be reversed, and you may no longer be able to access the Content that you acquired through that transaction.

Consumer Alternative Dispute Resolution. Exam Papers Practice Ltd neither commits to nor is obliged to settle disputes before an Alternative Dispute Resolution entity.

Withdrawal Rights for Services. If you are purchasing as a consumer, you have the right by law to withdraw from contracts for purchases of services within 14 days without giving any reason. The withdrawal period will expire 14 days after the conclusion of the contract. To exercise the right of withdrawal, you must inform Exam Papers Practice of your decision to withdraw from this contract by an unequivocal statement by email to info@exampaperspractice.co.uk. Alternatively, you may contact Exam Papers Practice Limited, c/o Customer Support, 54 Lots Road, Chelsea, London SW10 0 QD.

You will receive acknowledgment of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without undue delay. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

If you withdraw from this contract, you will be reimbursed all payments you made under the contract without undue delay and in any event not later than 14 days from the day on which your decision to withdraw from this contract is received by Exam Papers Practice Ltd. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.