

TERMS OF USE: AN OVERVIEW

- By accessing, using or sending content (including ideas) or comments to Ideas Britain and or The Ideas Co, you are agreeing to the Terms.
- To submit content you must be 18+ (or 14+ with parental consent) and based in Great Britain.
- If you receive monitoring/coaching via Ideas Britain and / or The Ideas Co, or you win a Competition, and your idea turns into a money-making business, you'll give us a stake in the business (worth around 17%), or, if we can't reach agreement on the details of that stake, you will give us a small slice of the profits for 5 years in which profits are made (equivalent to around 17%).
- If we suffer loss, costs or damage because you or your content breach the Terms, infringe any third party rights or break any laws, you will reimburse us for those losses, costs or damages.
- We don't claim ownership of your ideas or comments, but, by submitting them you agree that we can publish them on our platform and use them in various ways (set out in the Terms).
- If we like your idea, our mentors and coaches (and members of the public) may provide you with practical advice and guidance via the Platform.
- If you submit content while we're running a competition on the Platform, your content may be automatically entered into the Competition.
- Inventions: Not all inventions can be patented, and applying for a patent can be a very expensive (often around £4000 or more) and time consuming (usually taking around 5 years), but if you plan to (or are in the process of applying to) register an invention as a patent you should not submit it to Ideas Britain or The Ideas Co. You can find more information about patents in the Terms (below) and at www.gov.uk/patent-your-invention.

Terms of Use

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Accepting the Terms

1. By accessing, interacting with, or submitting content to the Platform you agree to be bound by all the following (which are collectively called the "Terms"):
 - a) these Terms of Use (which include the terms and conditions for any Competition operated by Ideas Britain and The Ideas Co which relate to the Platform),
 - b) our [Cookies Policy](#), and
 - c) our [Privacy Policy](#)
2. **IMPORTANT ►** The Terms form a legally binding contract between us and you, so please do take time to read and understand them (not *just* the parts we've flagged as being particularly important) before you use the Platform. It's important that you do this before you submit ideas and content to the Platform. If you don't agree to the Terms you must not access or use the Platform.
3. You must be at least 18 years old to access and use the Platform in any way. However, if you are 14 to 17, you may access and use the Platform (including downloading the Ideas Britain or The Ideas Co apps) **IF** your parent or legal guardian: (a) consents to your accessing and using the Platform, and (b) accepts the Terms on your behalf. Anyone under the age of 14 must not access or use the Platform at all (even with their parent or legal guardian's permission).

Our right to amend the Terms

4. We reserve the right to change, modify, add to, or delete portions of the Terms at any time (e.g. to reflect changes affecting the Platform, any Competition, our technology, our licensing arrangements, relevant laws, and so on). If we do change the Terms, we will post the changes on this page and will indicate the effective date at the top. You are responsible for regularly reviewing the Terms so that you are aware of any changes. Your continued use of our Platform after any such changes constitutes your acceptance of the new Terms. We suggest that you print off a copy of all the Terms for your records. If you do not agree to (or can't comply with) the Terms as amended, please do not use the Platform.

Definitions

5. In the Terms:
 - (a) "You/you" means a user of the Platform.
 - (b) "Ideas Britain", "we", "us" and "our" mean The Ideas Company Inc. Ltd (doing business as Ideas Britain and The Ideas Co).
 - (c) "Platform" means the Ideas Britain and The Ideas Co websites (www.ideasbritain.com) and (www.theideas.co), app, social media pages and any other part of the Ideas Britain or The Ideas Co platforms.
 - (d) "comments" means all comments, queries, ideas, suggestions, views, opinions, critiques, and similar, submitted to the Platform.
 - (e) "Enterprise" means any business, event, project, product, service, platform, organization, enterprise or similar which is based upon or connected with the Content.
 - (f) "Content" means all information, materials, content and ideas uploaded to the Platform (and, whenever possible, includes the idea behind it). "Content uploaded by you" means Content which is uploaded to the Platform by you or which is uploaded on your behalf.

Your use of the Platform

6. **IMPORTANT** ► You must not copy or in any way infringe any rights in any Content which has been submitted to the Platform by another user of the Platform.
7. You must not use the Platform, or any other Platform user's Content, for any purpose that is unlawful or which is not expressly permitted under the Terms.
8. By accessing and using the Platform (whether or not you register), you confirm and agree that:
 - a) you have provided accurate and truthful information in the registration process (if applicable); and
 - b) you are at least 18 years old;
 - c) you are either entering into this contract for yourself or on behalf of your child or a child in your legal care aged 14 to 17;
 - d) you will not use the Platform to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages to multiple recipients.
9. **IMPORTANT** ► You may access the Platform (and submit comments) in many or all countries around the world, provided access is not prohibited by applicable law. However, only legal residents of Great Britain (or companies registered in England and Wales, or in Scotland) may upload Content.
10. You may view and comment on other Platform users' Content for your personal, non-commercial use. All comments submitted to the Platform may be made publicly accessible.
11. All comments submitted to the Platform must comply with the Terms, including the Content and Usage Guidelines (below).
12. **IMPORTANT** ► If you comment on or contribute to another Platform user's Content, please be aware that you **will not** have any rights (legal, moral, equitable or otherwise) in the other Platform users' Content or Enterprise (including without limitation in relation to any aspect of your idea or comment which they may adopt, incorporate or develop as part of their Enterprise, or in relation to any changes or improvements to their Content or Enterprise which may result from your comment or idea). Any agreement or arrangement between you and the other Platform user to the contrary will be void unless approved in writing by Ideas Britain or the Ideas Co in advance.
13. **IMPORTANT** ► If you submit any comments in relation to any other Platform user's Content, you hereby give an irrevocable, royalty free licence and permission for the relevant owner of the Content, all other users of the Platform and Ideas Britain and The Ideas Co (including our coaches and mentors) to use, reproduce and exploit your comments in any all media, throughout the world, for as long as any rights you have in such comments may last.
14. You waive all, and agree not to assert any, moral or equivalent rights in your comments.
15. Comments which appear to breach the Terms (including the Content Guidelines) may be reported using the 'Report/flag this comment' or 'Report/flag his idea' button. We reserve the right to temporarily or permanently

remove any comments which we consider to breach the Terms in our sole discretion. Our decisions will be final and no correspondence will be entered into.

16. You agree not to circumvent any restrictions in place on the Platform or provide false information. You must not attempt to, or encourage or assist any other person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with or modify any security technology or software that is part of the Platform.
17. We may set certain usage limitations on your usage of the Platform if we consider it necessary or appropriate in our sole and absolute discretion.

Uploading your idea (Content)

18. By uploading Content, you are making the Content publicly accessible.
19. **IMPORTANT** ► All Content submitted to the Platform must comply with the Terms, including the Content and Usage Guidelines (below).
20. **IMPORTANT** ► All Content must be your own original creation, and reflect your own original idea(s).
21. **IMPORTANT** ► You are responsible for ensuring the legitimate origin of all Content uploaded by you, and you must ensure that the Content uploaded by you complies with all applicable laws and does not infringe third party rights.
22. **IMPORTANT** ► We are not responsible or liable for any infringement of your rights by other users of the Platform or any third parties.
23. You must not have submitted the Content to a crowd funding platform, or any other type of platform which may interfere with the Terms and the rights of Ideas Britain or The Ideas Co. under the Terms.
24. Any member of the public who has access to the Platform, and any of our coaches and mentors, might take an interest in your Content (including the idea behind your Content), and may submit comments to the Platform which relate to you and your Content. There is no guarantee that anyone (including our coaches and mentors) will do so.
25. You hereby waive all, and agree not to assert any, moral and equivalent rights in your Content.
26. You may use the Platform, make comments and submit Content in your personal capacity or on behalf of a company, group or organisation ("Organisation"). If you do any of these things on behalf of an Organisation, you confirm that you are entitled to act on behalf of that Organisation (including, without limitation, binding that Organization to the Terms, sharing and disposing of rights in the Content, entering into further agreements on behalf of the Organisation, etc). You may also interact with the Platform on behalf of your child provided the child is aged 14 to 17 and you and the child are legally resident in Great Britain.

Inventions

27. **IMPORTANT** ► The Platform seeks to encourage users to share ideas for businesses, products, services, events and so on, in the hope of encouraging and helping budding entrepreneurs. However, if your idea involves a unique invention which could be registered or protected as a patent (e.g. an inventive new product), you should consider carefully whether you might want to register it as a patent before you decide whether or not to submit it to the Platform.

Not all inventions can be registered as a patent. To be patentable, an invention would have to be **new**, something which can be **made or used**, and genuinely **inventive** (not just a variation of something that already exists). Patents offer strong protection to the patent holder. However, applying for a patent can be a very expensive (often costing around £4000 or more) and time consuming (usually taking around 5 years) so even if you *could* theoretically apply for a patent, you might not want to do so, or it might not be practical to do so.

If you do plan to register your invention as a patent you shouldn't submit it to the Platform. In fact, you shouldn't tell anyone about it unless they are your professional advisor (e.g. your lawyer) or they have signed a confidentiality agreement (i.e. an agreement in which the other person agrees to keep your idea or invention a secret). If you fail to keep your invention a secret, it could mean that you won't be able to register or protect it as a patent later on.

For more information about patents, click on this link to the Intellectual Property Offices guidance: www.gov.uk/patent-your-invention.

Competitions

28. **IMPORTANT** ► By submitting Content to the Platform during a period when a Competition is in progress, you agree that your Content will be entered into the Competition and this clause 28 will apply (in addition to the remainder of the Terms):
- (a) The closing date for each Competition will be made clear on the Platform.
 - (b) You must be a legal resident of Great Britain aged 18+ (or aged 14+ with written parental consent). Proof of age may be required. Maximum of five entries per Competition per person. You may enter on behalf of an Organisation provided you make this clear when entering, and provided you are fully entitled and empowered to do so.
 - (c) Employees (or family members of employees) of any group company of Ideas Britain or The Ideas Co, companies associated with the Competition and all affiliates of such companies may not enter the Competition, and may not win a prize.
 - (d) Entries must not be sent in through agents or third parties (save that a parent or legal guardian can submit an entry on behalf of their child if their child is aged 14 to 17 and legally resident in Great Britain).
 - (e) Incomplete entries and entries which do not satisfy the requirements of the Terms may be disqualified in our sole discretion. In case of multiple entries, either the first entry will be counted, or, in our discretion, one of the other entries will be counted, or, we may disqualify all your entries.
 - (f) If we have grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating the Competition, choice of prize winner(s) or any entry) we reserve the right (in our sole discretion) to disqualify any entrant, entry or person we reasonably believe to be responsible for, or associated with, such activity.
 - (g) Within 14 days after the relevant closing date, one or more winners will be selected by the following process:
 - a. The entries will be whittled down to a short list using a method to be publicised via the Platform (which may or may not include an element of public participation);
 - b. Next, a panel of judges (including mentors or coaches and at least one independent person) will select the winner(s).
 - (h) The precise number of winners will be made clear on the Platform. The winners be chosen based on the following criteria (to be interpreted by the panel of judges in their sole opinion and discretion):
 - a. *Originality and/or creativity*
 - b. *Professionalism*
 - c. *Interest generated via the Platform*
 - d. *Potential and viability*
 - (i) Winners will be notified within 14 days after the selection has been made using the contact details they provided at the time of entry.
 - (j) **Prize:** The winner(s) will receive at least 12 hours of mentoring by an Ideas Britain or The Ideas Co coach or appointed mentor. The identity of the coach or mentor to be decided by Ideas Britain or The Ideas Co in consultation with you and the mentors/coaches. The content of the mentoring will be appropriate/relevant to the winning idea/entry. Such mentoring may be provided over the phone or video conference or in person (depending on the mentor/coach's schedule), and will be at such time and location as is agreed in advance with the winner. The winner's reasonable travel costs will be included in the prize (if travel is required and the costs are agreed in advance).
 - (k) Unless specifically stated, the prize **does not** include any money or any type of financial investment, gift or loan (though we and the mentors/coaches might decide to make a financial investment in your enterprise if we consider it appropriate, and the terms of which can be negotiated between you and us). The prize does not include any personal expenditure or incidental costs other than those expressly included above.
 - (l) **IMPORTANT** ► Without limiting the remainder of the Terms, if your entry is likely to result in an Enterprise which does (or is likely to) generate any profit or revenue, clause 36 of the Terms will apply.
 - (m) We reserve the right to substitute the prize for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its control. There is no cash alternative to the prize and unless agreed otherwise in writing the prizes are non-refundable and non-transferable.
 - (n) If any winner is not able, for any reason, to accept a prize, or cannot be contacted within 14 days of the selection date, we reserve the right to award the prize to another entrant.
 - (o) Ideas Britain / The Ideas Co and the judges' decisions shall be final and binding in all respects on all entrants. No correspondence will be entered into.
 - (p) **IMPORTANT** ► We (and our associated companies, agents and representatives) exclude all responsibility and all liabilities arising from: (a) any postponement or cancellation of the Competition, (b) any changes to,

supply or use of the prize, and (c) any act or default of any third party supplier, which are beyond Ideas Britain or The Ideas Co's reasonable control. Also, we do not accept responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of your entry.

- (q) The Competitions are in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social network (unless otherwise expressly stated). By entering, you acknowledge that Facebook and third party social networks bear no responsibility for this Competition and, to the maximum extent permitted by law, you release Facebook and the third party social networks from any liability whatsoever in connection with this Competition. You understand that the information you provide is provided to us via the Platform and not to Facebook or to other third party social networks (unless otherwise stated).
- (r) Details of Competition winners' names will be publicized via the Platform.
- (s) Any dispute or claim arising out of or in connection with any Competition (including in relation to the application, formation and interpretation of the Terms and any non-contractual disputes or claims) will be governed by English law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- (t) References to "entry" (above) mean the Content submitted by you during any Competition period, which is subsequently entered into a Competition.

Content and Usage Guidelines

- 29. **IMPORTANT** ► Your Content and comments must not infringe English law, or the laws of any country in which they may be accessed or used. Also, your Content and comments must not infringe third party rights (including but not limited to intellectual property rights, moral rights, privacy rights, etc).
- 30. **IMPORTANT** ► In relation to Content and comments, you must not:
 - (a) threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
 - (b) post, publish, distribute or disseminate material or information:
 - i. that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
 - ii. that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
 - iii. that you do not have a right to transmit under any law or that is under contractual or legal relationships (such as insider information or confidential information disclosed in the course of employment or under a confidentiality agreement);or
 - (c) use any other Platform user's Content or comments in any manner that infringes any copyright, trade mark, patent or other intellectual property rights, proprietary rights or moral rights;
 - (d) make available or upload files/materials that contain a virus, worm, trojan or corrupt data that may damage the operation of the Platform, or any device, property or service;
 - (e) collect or store personal information about others, including email addresses;
 - (f) impersonate any person or entity for the purpose of misleading others;
 - (g) use the Platform in any manner that could damage, disable, overburden or impair the Platform or interfere with any other party's use and enjoyment of the Platform;
 - (h) attempt to gain unauthorised access to any restricted part of the Platform, other user accounts, computer systems or networks connected to the Platform (through hacking, password mining or any other means).

Your liability

- 31. **IMPORTANT** ► If you breach the Terms, or fail to fulfill any of your obligations under the Terms, and as a result of that breach or failure we (including any of our mentors or coaches) are sued by a third party and suffer any financial loss or damage, or incur costs, you agree that you shall reimburse us within a reasonable time for any and all such losses, damages and costs which arise directly from your breach or failure to fulfill your obligations.

Our rights

- 32. By submitting Content to the Platform, you are declaring that you would like the Ideas Britain or The Ideas Co coaches or mentors to take an active interest in your Content (including the idea behind it) and to provide you with the benefit of their mentoring, coaching, experience, expertise, contacts, assistance and/or guidance ("Mentoring Assistance") in order to assist you in realizing your goal and/or developing your Content into a functioning Enterprise.
- 33. Each Enterprise is likely to be different. Some could result in a one-off event or a series of events, some could involve creating one or more products, some could involve offering a service of some kind, some will be a mixture of products and services, and so on. The possibilities are endless. And the kind of support which users will require will vary too.

34. Of course, there is no obligation on the Ideas Britain or The Ideas Co coaches or mentors to provide you with any Mentoring Assistance. Even if they do, you understand that there is a significant chance it will not result in a functioning or successful Enterprise.
35. **IMPORTANT** ► Save as set out in these Terms, we **do not** claim ownership of any Content or comments which you post, upload or submit to the Platform. You will still own the rights in your Content and comments. However, by uploading Content and/or comments you grant us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content and/or comments, and (if we choose) your name and image, on and in connection with the Platform, including without limitation in any promotional materials, advertising, marketing and PR in any and all media throughout the world for the full duration of such rights.
36. **IMPORTANT** ► You hereby irrevocably agree that if the Ideas Britain or The Ideas Co coaches and/or mentors do provide you with Mentoring Assistance in connection with an Enterprise which does (or which is likely to) generate any profit or revenue, either:
- a) you will enter into an agreement with Ideas Britain and The Ideas Co which grants Ideas Britain and The Ideas Co (including coaches and mentors nominated by Ideas Britain or the Ideas Co) a stake in the Enterprise (e.g. in the form of shares and options in our discretion) which shall entitle Ideas Britain and / or The Ideas Co to the equivalent of 15% of the gross profits derived directly or indirect from the Enterprise (plus, if we require you to do so, a further stake, equivalent to 2% of the gross profits derived directly or indirect from the Enterprise, which Ideas Britain and/ or The Ideas Co shall hold for the benefit of or on behalf of, the top 10 virtual backers); or
 - b) if no such agreement can be reached within a reasonable time (i.e. no more than three months after we notify you that we want to start negotiations), you will pay Ideas Britain and the Ideas Co a 'Success Fee' at the end of each of the first five years in which the Successful Idea generates a profit; such Success Fee will be equivalent to 17% of the gross profits made during each of those years. A portion of this 17% share (equivalent to 2% of the gross profits made during each of those years) may be distributed by Ideas Britain and The Ideas Co. amongst the top few virtual backers (this is expected to be the top five virtual backers, but this is to be confirmed in each case at Ideas Britain and The Ideas Co's discretion). For the avoidance of doubt, the Success Fee only applies to years in which a profit is made, and the five years in which a Success Fee are payable need not be sequential years. Also, the Enterprise must act in good faith in relation to costs and expenses deducted from the business during any given year.

In either case, you will be required to enter into a further agreement with Ideas Britain and The Ideas Co which will reflect the above.

37. Ideas Britain and or The Ideas Co. (including our coaches and mentors) do not intend to make a direct financial contribution or loan to your Enterprises as part of the Mentoring Assistance. However, Ideas Britain or the Ideas Co (including our coaches or mentors, provided they have our express consent) *might* offer to provide you with a loan or a direct financial contribution or investment in return for a larger stake in your Enterprise. We are under no obligation to do so. If we choose to do so, we may wish to negotiate a larger stake in your Enterprise. You are, of course, free to accept or decline such an offer, or to negotiate the terms of such an offer. If no agreement can be reached, the above clause 36 will still apply.
38. **IMPORTANT** ► Before accepting investments or offers from third parties in return for a stake in the Enterprise, you will grant Ideas Britain and or The Ideas Co the opportunity to match the proposed third party investment or offer on materially the same terms (in return for a materially similar stake in the Enterprise). If we do so, you agree to accept/prefer our offer instead of (or, if we consider it appropriate, in addition to) the third party's offer of investment.

Changes to the Platform / withdrawal of the Platform

39. We do not provide any warranty or make any representation that the Platform will meet your requirements, that content will be accurate or reliable, that the functionality of the Platform will be uninterrupted or error free, that defects will be corrected or that the Platform or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
40. The Platform is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind (whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy).
41. You understand and agree that the Platform is not guaranteed to:
- a) stay the same (from time to time we will aim to add, improve, change or remove some or all aspects of the Platform without notice);

- b) be compatible with all or any hardware or software which you may use;
- c) be available all the time or at any specific time;
- d) be accurate and up to date; or
- e) be error-free or free of viruses, electronic bugs, Trojan horses or other harmful components and you must take your own precautions accordingly

42. We cannot guarantee the speed or security of our Platform (including our website or the App). Also, we will not be responsible for any damage or loss you may suffer directly or indirectly as a result of any virus attack that can be traced to our Platform (including our website or App) to the fullest extent permissible by law.

43. We have the right to terminate your access to the Platform (or any part of it) at any time, without notice, for any reason, including breach of the Terms. We may also, at any time in our discretion, discontinue the Platform (or any part of it) without prior notice. You agree that we shall not be liable to you or any third party for suspending or terminating your access to the Platform (or any part of it).

Rights in the Platform itself

44. Intellectual Property in our Platform (including without limitation the look and feel of our website, app, content, and the design, text, graphics and all software and source codes connected with the Platform) are protected by copyright, trade marks, patents and other intellectual property rights and laws. None of it may be accessed, downloaded, copied, reproduced, transmitted, stored, sold, distributed or used, other than in accordance with the Terms or with our prior written consent.

Using the Ideas Britain or The Ideas Co Apps

45. Depending on the version of the Ideas Britain and The Ideas Co mobile applications ("App") you have downloaded, your use of the App shall also be governed by Apple's or Google Android's Terms and Conditions and Privacy Policies ("Third Party Provider Terms"). If there is any conflict between these Terms and the Third Party Provider Terms then these Terms will take precedence.

46. You must be at least 14 years of age to download and use our App. If you are 14 to 17, you may only download the App if you have the consent of your parent or guardian.

47. We grant you a non-exclusive, non-transferable, revocable licence to use the App for your personal, non-commercial use and only on an Apple or Android device ("Device") as permitted by the Terms and the applicable Third Party Provider Terms ("User Licence"). All other rights in the App are reserved by us and our Licensors. You are responsible for ensuring that anyone who accesses or uses the App on your Device is aware of the Terms. In the event of your breach of the Terms, we will be entitled to terminate the User Licence immediately.

48. You acknowledge that your agreement with your mobile network provider ("Mobile Provider") will also apply to your use of the App. You also acknowledge that you may be charged by the Mobile Provider for data services or any other third party charges as may arise while using certain features of the App and you accept responsibility for such charges. If you are not the bill payer for the Device being used to access the App, we will assume that you have received permission to use the App from the bill payer.

Using the Ideas Britain or The Ideas Co Websites

49. You are permitted to access and use our websites (www.ideasbritain.com & www.theideas.co) on a temporary basis for non-commercial purposes, and we reserve the right to withdraw or amend our website without notice. You are responsible for making all arrangements necessary to access and use our website. You are also responsible for ensuring that everyone who accesses our website through your internet connection is aware of the Terms. Your access to, and use of, our website is governed by the Terms.

50. You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our website (or any other part of the Platform) except in cases where you or any applicable third party has entered into a written agreement with us that expressly permits such activity.

51. You may only link to our website with our express prior permission.

Setting a user name and password

52. Some functionality and sections of the Platform require you to open an account and to provide certain information about yourself. You will also need to choose a unique username and to choose a password. We recommend that you choose a strong password based on random letters, characters and numbers. You should change your password from time to time to assist with security.

53. You are responsible for maintaining the confidentiality of your username and password.

54. You are responsible for any use of the Platform under your username and password. You agree that we will be entitled to assume that any person logging into or using the Platform using your username and password is either you or someone doing so with your permission.
55. If you believe someone has accessed our Platform using your username and password without your authorisation, it is your responsibility to set up a new password. You agree to immediately notify us of any unauthorised use of your password or username or any other breach of security.

Users aged 14 to 17

56. Parents or guardians of those aged 14 to 17 (inclusive) who wish to allow their children to access and use the Platform should supervise such access and use. It is the parent/guardian's responsibility to determine which, if any, parts of the Platform are suitable for your child to access. Parents/guardians are fully responsible for their child's use of our Platform, including all Content and legal liability that they may incur. As with any online or publicly accessible service or platform, always use caution when revealing personally identifiable information about yourself or your children via the Platform.

Breach of the Terms

57. If you are in breach of the Terms (or we have reason to suspect you are in breach of the Terms), we may take one or more of the following actions:-
- (a) issue a warning to you;
 - (b) effect an immediate, temporary or permanent withdrawal of your access to your account and/or the Platform;
 - (c) take legal action against you; and/or
 - (d) disclose such information to law enforcement authorities as we reasonably feel is necessary.

The above actions are not limited, and we may take any action we reasonably deem appropriate.

Monitoring

58. We have no obligation to monitor the Platform (including the Content and Comments) but shall be entitled to review all Content and Comments (and any other materials, content and information whatsoever) posted to or via the Platform and, at our sole discretion, to remove or amend any material that breaches the Terms, was submitted in bad faith, is unlawful, or is contrary to the stated aims, ideals and values of Ideas Britain and The Ideas Co.

Our Liability

59. Your use of the Platform is entirely at your own risk.
60. **IMPORTANT** ► To the fullest extent permitted by law, we shall not be liable for any loss or damage of any kind arising out of or in connection with your use of the Platform or reliance placed upon any advice or guidance (including any Comments) provided to you by us, our mentors or coaches, or any Platform users. All terms, warranties and similar which are implied by law are excluded to the fullest extent permissible.
61. **IMPORTANT** ► To the fullest extent permitted by law we exclude our liability to you for the following:
- (a) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
 - (b) any claim against you by a third party (including any other user of the Platform) arising from or in connection with your Content, any Comments, or your use of the Platform;
 - (c) any loss, damage, costs or expenses caused by us or any of our employees, directors, agents, mentors, coaches, users or representatives;
 - (d) loss of actual or anticipated income or profits;
 - (e) loss of goodwill or reputation;
 - (f) loss of business or opportunity;
 - (g) loss of anticipated savings;
 - (h) loss of data.
62. You will have no claim against us in respect of:
- (a) any decision to temporarily or permanently remove any of your Content or Comments or any third party Content or Comments or content or functionality,
 - (b) any decision to suspend or terminate your access to the Platform,
 - (c) changes to or removal of the whole or any part of the Platform, or
 - (d) any acts, omissions or failures by us or any third parties (including other Platform users) in connection with the Platform.

63. Regardless of any other provision in the Terms, we accept (and do not limit) liability for (a) death or personal injury caused by our negligence, and (b) fraud. We do not exclude or limit our liability for anything which cannot be limited or excluded by law.
64. By using the Platform you accept there is a risk that you may be exposed to Content and comments which you may find offensive and/or indecent and/or do not like. You agree that all Content and comments uploaded/posted by you or other users of the Platform, whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content and comments originated.
65. **IMPORTANT** ► We do not control or endorse all of the Content or comments (including comments made by Ideas Britain's coaches and mentors, except for comments made by us on their behalf) and cannot guarantee the accuracy, integrity or quality of any Content or comments. We will not be liable in any way for any Content or comments, or for any loss or damage of any kind, resulting from the use of any Content or comments transmitted via the Platform. You agree to bear all risks associated with viewing and using any Comments or content, including any reliance on any comments or use of any Content.

Your privacy and personal data

66. Your privacy is important to us. Please see our [Privacy Policy](#) and [Cookie Policy](#), which form part of these Terms, for details of how we will process your personal data and how we use cookies and similar technologies.
67. In addition, we may share aggregated, anonymous Platform usage information and you consent to our sharing such usage information with third parties (including without limitation suppliers, advertisers, mentors/coaches, prospective mentors/coaches, etc.).

Final legal bit...

68. The Terms any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), and the interpretation of the provisions of the Terms, will be governed by English law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
69. The Platform may include links to third party websites, apps and content that are controlled and maintained by others. Any link to third party websites, apps and content is not an endorsement of such websites, apps and content, and you acknowledge and agree that we shall not be responsible for the content or availability of any such websites, apps or content. Before accessing, downloading, streaming or using them, please review the relevant third party terms and conditions and privacy policies which may apply to them.
70. You may not transfer, assign, charge or otherwise dispose of your rights or obligations under these Terms without our prior written consent.
71. You agree to do such other things and execute such other documents as are reasonably requested of you by Ideas Britain or The Ideas Co in order to allow Ideas Britain or The Ideas Co to perfect, prove or enforce its rights under the Terms.
72. If any provision of the Terms should be found to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then such provision shall be removed and the remaining provisions shall survive and remain in full force and effect and continue to be binding and enforceable.
73. A person who is not a party to the Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Terms.
74. If we need to notify you of anything, we will give notice to you via the Platform or via e-mail (or, if appropriate, by post) using the details provided by you. Notice will be deemed received and properly served within 6 hours when we post it on our Platform, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to, and received by, the specified e-mail address of the addressee.

Our details

75. We are The Ideas Company Inc. Ltd (doing business as "Ideas Britain" and "The Ideas Co"). Our registered address is RIFT House, 200 Eureka Park, Upper Pemberton, Kennington, Ashford, Kent, TN25 4AZ. Our VAT number is 175121919.

Queries and comments

76. We want to provide you with a great user experience. If you have any questions or queries about the Terms or our Platform, we would be delighted to help. Please email hello@theideas.co or contact us via the online help page.