

# Terms of Use Policy



This policy was last reviewed on: **January 18th 2024**

UPFRONT is the trading name of Redjotter Ltd, Company No. SC644614

This document is the official Terms of Use Policy for UPFRONT, and supersedes all other policies or mentions of Terms of Use when concerning UPFRONT in all aspects.

All definitions are as stated in the Oxford English dictionary.

This document follows, states and is a declaration of UPFRONT's adherence to the United Kingdom's **Consumer Protection, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

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UPFRONT provides a personalised subscription service that allows our members to access educational content ("UPFRONT content") over the Internet on certain Internet-connected TVs, smart phones, computers and other devices ("UPFRONT ready devices").

The UPFRONT service is provided to you by Redjotter Ltd. These Terms of Use govern your use of our service. As used in these Terms of Use, "UPFRONT service", "our service" or "the service" means the personalised digital content service provided by UPFRONT for discovering and accessing UPFRONT content, including all features and functionalities, recommendations and reviews, our websites, and user interfaces, as well as all content and software associated with our service. References to 'you' in these Terms of Use indicate the member who created the UPFRONT account and whose payment method is charged. This includes all services that fall under the description of Bond, and Global Bond, and all services hosted on third party platforms.

## 1. Definitions

**Bond:** refers to our course product which can be denoted by a number or industry name. For example; Bond 6 refers to the Bond course in 2022 and Bond 7 refers to the Bond course in 2023, or Charity Bond refers to the industry Bond for the charity sector and Retail Bond refers to the Bond course for the retail industry.

**Global Bond:** refers to our community space for which private memberships or membership licenses apply. See private memberships and membership licensing in the Membership section.

**Private Membership:** refers to subscriptions/membership or access in any capacity to Global Bond.

**Membership Licence:** refers to the bulk purchase of memberships used by a business, organisation, charity or social enterprise to allow access for its employees, volunteers to access Global Bond.

**Product(s):** Product(s) refers to all services provided by UPFRONT. This includes Bond our six week online training course, Global Bond our membership community, Private Membership, Membership Licenses, and Events, PDFs, Newsletters, Masterclasses, talks, speeches and any and all learning or other material produced by UPFRONT.

## **2. Membership, Products, and Events**

### **2.1 Private Membership**

“Private memberships” means memberships that are purchased by individuals for self use and are not membership licences purchased by businesses, charities or social enterprises.

Your UPFRONT private membership will continue until terminated. To use the UPFRONT service you must have Internet access and a UPFRONT ready device, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorise us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

We may offer a number of membership plans, including memberships offered by third parties in conjunction with the provision of their own products and services. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your UPFRONT membership by emailing UPFRONT directly (see the “How To Contact Us” section of this policy)

## **2.2 Membership Licences**

“Membership Licence” refers to membership purchased by businesses, charities, organisations, or social enterprises and not private memberships purchased by individuals for individual use. Membership Licences are purchased for groups of participants at a time at a reduced rate per individual. Once a licence is purchased the places on the licence can be used for any time period stated on the licence purchase as long as the Global Bond community exists. In the unlikely event of Global Bond termination all licences will become void with no offer of refund or equivalent given by UPFRONT. Licences offer access to Global Bond for the duration of the licence purchase time (this appears on the licence purchase receipt and or on the licence purchase invoice).

## **2.3 Product(s)**

Product(s) refers to all services provided by UPFRONT. This includes Bond our six week online training course, Global Bond our membership community, Private Membership, Membership Licences, and Events, PDFs, Masterclasses, talks, speeches and any and all learning or other material produced by UPFRONT.

## **2.4 Events**

Events refers primarily to our once per year conference event UPFRONT and Centre, however, Event also applies to physical or online networking events, in person meetups, workshops, retreats and all instances of organised gathering in all forms arranged by UPFRONT.

### **3. Promotional Offers**

We may from time to time offer special promotional offers, plans or memberships (“Offers”). Offer eligibility is determined by UPFRONT at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent UPFRONT membership may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent UPFRONT membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

### **4. Billing and Cancellation**

#### **4.1 Billing Cycle**

The membership fee for the UPFRONT service will be charged to your Payment Method on the specific payment date each month corresponding to your sign up day which will also be the first payment day. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. You can check your billing information by emailing UPFRONT directly (see the “How To Contact Us” section of this policy). If you signed up for UPFRONT using your account with a third party as a Payment Method, you can find the billing information about your UPFRONT membership by visiting your account with the applicable third party.



## **4.2 Payment Methods**

To use the UPFRONT service you must provide one or more Payment Method(s). You authorize us to charge any Payment Method associated with your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

## **4.3 Updating your Payment Methods**

You can update your Payment Methods by emailing UPFRONT directly (see the “How To Contact Us” section of this policy). We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorise us to continue to charge the applicable Payment Method(s).

## **4.4 Cancellation**

You can cancel your UPFRONT membership at any time, and you will continue to have access to the UPFRONT service through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unused UPFRONT content. To cancel, email UPFRONT directly (see the “How To Contact Us” section of this policy). If you cancel your membership, your account will automatically close at the end of your current billing period. To know when your account will close email UPFRONT directly (see the “How To Contact Us” section of this policy). If you signed up for UPFRONT using your account with a third party as a Payment Method and wish to cancel your UPFRONT membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the UPFRONT service through that third party.

## **4.5 Termination**

UPFRONT reserves the right to cancel any membership at any time without notice or explanation. Such terminations will be effective immediately. If UPFRONT terminates memberships due to UPFRONT no longer being able to provide the required services or equivalent the remaining subscription balance will be refunded within 5-10 working days. If UPFRONT terminates memberships due to participants within the community breaching UPFRONTs community guidelines or any clause within this policy, no remaining subscription balance refund will be offered.

## **4.6 Changes to the Price and Subscription Plans**

We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. If you do not wish to accept the price change or change to your subscription plan, you can cancel your subscription before the change takes effect.

## **4.7 Purchase Refund(s)**

All purchases are final. In some cases refunds will be offered, however, this will be at the total and unequivocal discretion of UPFRONT. Clause 4.7 Purchase Refund(s) applies to all products, services and events provided by UPFRONT.

## **4.8 User Material and Ownership**

All materials including user comments, quotes, images, and audio visual materials produced, uploaded or created whilst in attendance at an UPFRONT event or whilst using an UPFRONT product, or third party service provider used by UPFRONT for its products or events is the sole intellectual property of UPFRONT. UPFRONT reserves the right to use any and all comments, quotes, images, and audio visual materials produced, uploaded or created whilst in attendance at an UPFRONT event or whilst using an UPFRONT product, or third party service provider used by UPFRONT for its products or events, for the promotion of UPFRONT products and service, and in any marketing material UPFRONT sees fit.

## 5. UPFRONT Service

You must be at least 16 years of age to become a member of the UPFRONT service. Minors may only use the service under the supervision of an adult.

The UPFRONT service and any content accessed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household unless otherwise allowed by your subscription plan. During your UPFRONT membership we grant you a limited, non-exclusive, non-transferable right to access the UPFRONT service and UPFRONT content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

You may access the UPFRONT content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available will vary by geographic location and will change from time to time.

The UPFRONT service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our websites, user interfaces and promotional features.

Some UPFRONT content is available for temporary download and offline, and live viewing on certain supported devices. Limitations apply, including restrictions on the amount of time certain content is available for.

Except as explicitly authorized by us, you agree not to:

- (i) archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the UPFRONT service;
- (ii) circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the UPFRONT service, including the graphical user interface, copyright notices, and trademarks;
- (iii) use any robot, spider, scraper or other automated means to access the UPFRONT service;
- (iv) decompile, reverse engineer or disassemble any software or other products or processes accessible through the UPFRONT service;
- (v) insert any code or product or manipulate the content of the UPFRONT service in any way;
- (vi) use any data mining, data gathering or extraction method;

(vii) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the UPFRONT service, including any software viruses or any other computer code, files or programs.

We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

The quality of the display of the UPFRONT content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Not all content is available in all formats, such as HD, Ultra HD and HDR, and not all subscription plans allow you to receive content in all formats. The minimum connection speed for HD video quality (defined as a resolution of 720p or higher) is 3.0 Mbps per stream; however, we recommend a faster connection for improved video quality. A connection speed of at least 5.0 Mbps per stream is recommended to receive Full HD video quality (defined as a resolution of 1080p or higher). A connection speed of at least 15.0 Mbps per stream is recommended to receive Ultra HD video quality (defined as a resolution of 4K or higher). You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching UPFRONT content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your UPFRONT ready device.

UPFRONT software is developed by, or for, UPFRONT and may solely be used for authorized access to UPFRONT content through UPFRONT ready devices. This software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the UPFRONT software and related third-party software.

## **6. Passwords and Account Access.**

Your password is for your personal use only and should be kept confidential. If you allow others to access the account (which includes access to information on viewing activity for the account), you agree that such individuals are acting on your behalf and that you are bound by any changes that they may make to the account, including but not limited to changes to the subscription plan. To help maintain control over the account and to prevent any unauthorized users from accessing the account, you should maintain control over the devices that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You agree to provide and maintain accurate information relating to your account, including a valid email address so we can send you account related notices. We can terminate your account or place your account on hold in order to protect you, UPFRONT or our partners from identity theft or other fraudulent activity.

## **7. Miscellaneous**

### **7.1 Governing Law.**

These Terms of Use shall be governed by and construed in accordance with the laws of the UNITED KINGDOM.

### **7.2 Unsolicited Materials**

UPFRONT does not accept unsolicited materials or ideas for UPFRONT content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to UPFRONT.

### **7.3 Survival**

If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

### **7.4 Changes to Terms of Use**

UPFRONT may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you. If you do not wish to accept the changes, you can cancel your subscription before they take effect.

## **7.5 Electronic Communications**

We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

## **8. How to contact us**

If you have a question or concern in relation to our handling of your personal information or this Policy, you can contact us for assistance by email the email address found on the UPFRONT website.

[www.weareupfront.com](http://www.weareupfront.com)