



THE READ ALOUD CHALLENGE

Challenge Terms Addendum

The Read Aloud Challenge is powered by Fonetti. Fonetti is a brand of **Auris Tech Limited** hereafter referred to as “**Auris Tech**, “**the Company**”, “**we**”, “**our**”, “**us**”. **Auris Tech Limited** is registered in England and our registered address is at 2a The Quadrant, Epsom, Surrey, England, KT17 4RH, has organised a challenge “The UK Read Aloud Challenge” for the early communication development and literacy of children between the age group of 5-11 years.

Neither Auris Tech its brand, Fonetti, nor its subsidiaries shall be held liable for any disputes that may arise pertaining and limited to the Challenge namely “The UK Read Aloud Challenge”.

This privacy policy (**'Privacy Policy'**) and the Terms & Conditions ("**Terms**") set out below shall be treated as an **'Addendum'** to the “[Terms and Conditions](#)” of **Auris Tech/Fonetti**. It shall be presumed that you have agreed to the terms and conditions before agreeing to the following terms that governs your use of the Application/Websites/Services with respect to “The UK Read Aloud Challenge”. Please note the following for the purposes of the Privacy Policy and the Terms:

- a. References to "**you**", "**your**" and "**yourself**" refer to any natural person aged 16 years or above who is a permanent resident of United Kingdom and residing in the United Kingdom
- b. In case you facilitate the use of our Application/Website/Services for a Minor Student, you agree and acknowledge that such use will be undertaken pursuant to your knowledge and supervision of the same. In other words, where applicable, in the event a child utilises the Application/Website/Services, it is assumed that such child has obtained your consent i.e., the consent of the parent/legal guardian.
- c. You agree and acknowledge that you shall provide consent on behalf of a child, as applicable. Such consent is also deemed to be provided through your registration with us for use of the Application/Website/Services by the child.

- d. The Company reserves the right to terminate your subscription and/or refuse to provide you with access to the Application/Website/Services if it is discovered that you are under the age of 16 years and the consent to use the Application/Website/Services is not made by your parent/legal guardian or any information provided by you is inaccurate.

In all cases, you agree that no separate act is required to make the Privacy Policy or the Terms binding on you, and that you/the child's act of visiting/accessing/using any part of the Application/Website/ Services constitutes your full and final acceptance of this Privacy Policy and the Terms. You agree and acknowledge to be bound by and liable under this Privacy Policy and the Terms, for facilitating use of our Application/Website/Services through your account for the child as the parent/legal guardian, as applicable.

PRIVACY POLICY

Please read this [Privacy Policy](#) carefully before using the Company's Application/Website/Services. Your use of the Application/Website/Services, or registrations with us through the prescribed mode or usage of any products i.e. through tablets, shall signify your acceptance of this Privacy Policy and your agreement and acknowledgment to be legally bound by the same.

If you do not agree with the terms of the Privacy Policy, do not use any of our Application/Website/Services and contact us to close any account you may have created.

User Provided Information

We obtain the information you provide when you download and register for any of the Applications/ Website / Challenges /Services. When you register with us, you generally provide (a) your name, age, email address, location, phone number, password and educational interests; (b) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us; (c) information provided to us when you/the child contacts us for help; (d) information you/the child enters into our system when using the Applications/Websites/Services, such as participating in discussions and taking tests / Challenges. The said information collected could be categorised as "Personal Information", "Sensitive Personal Information" and "Associated Information", shall collectively be referred to as 'Information' in this Privacy Policy.

We may use the Information to contact you from time to time, to provide you with the Application/Website/Services, important information, required notices and marketing promotions related to "The UK Read Aloud Challenge". We will ask you when we need more information that personally identifies you/the child or allows us to contact you.

We will not differentiate between who is using the device to access the

Applications/Websites/Services, so long as the log in/access credentials match with yours. In order to make the best use of the Application/Website/Services and enable your Information or Information of the child to be captured accurately through the Application/Website/Services, it is essential that you/the child has logged in using your own credentials. Please note however, and as mentioned earlier, you agree and acknowledge that the use of our Application/Website/Services by the child will be facilitated through your account and is undertaken pursuant to your consent and exclusively under your supervision.

We will, at all times, provide the option to you to not provide the Personal Information or Sensitive Personal Information, which we seek from you/the child.

Automatically Collected data / Information

In addition, the Application/Website/Services may collect certain information automatically, including, but not limited to, the voice recordings of the student participating in the contests, the type of mobile device you/the child uses, such device's unique device ID, the IP address of such device, the operating system of such device, the type of Internet browsers used, and information about the way the Application/Website/Services are used. As is true of most applications, we also collect other relevant information as per the permissions that are provided by the parent / legal guardian. These voice recordings are retained and stored by Fonetti in the United Kingdom.

We use a separate payment gateway to bill you for the use of our Application/Services, as applicable. These Personal Information/Sensitive Personal Information are not retained, shared, stored or used for any other purpose.

Use of your Personal Information

We use the collected Information to analyse trends, to conduct research, to administer the Application/Website/Services, to learn about each user's learning patterns and movements around the Application/Website/Services and to gather demographic information and usage behaviour about our user base as a whole. Aggregated and individual, anonymised and non-anonymised data may periodically be transmitted to external service providers to help us improve the Application/Website/Services.

The Company will occasionally send email notices, messages or contact you to communicate about our Services and benefits, as they are considered an essential part of the Services you have chosen.

We may disclose Information:

- as required by law,
- to enforce this Privacy Policy.
- when we believe in good faith that disclosure is necessary to protect our rights, protect your/the child's safety or the safety of others, investigate fraud, address

- security or technical issues or respond to a government request;
- with our trusted service providers who work on our behalf.
- to protect against imminent harm to the rights, property or safety of the Application/Website/Services or the Company or its users or the public as required or permitted by law;
- with third party service providers in order to personalise the Application/Website/Services for a better user experience and to perform behavioural analysis;

Access to your Personal Information

We will provide you with the means to access, review and ensure that your/the child's Personal Information is correct and current. If you have filled out a user profile, we will provide an obvious way for you to access and change your profile from our Application/Website/Services. We adopt reasonable security measures to protect your password from being exposed or disclosed to anyone.

Cookies

We send cookies (small files containing a string of characters) to the device used to access/use our Application/Website/Services, thereby uniquely identifying your browser. Cookies are used to track your/ the child's preferences, help faster login, and aggregated to determine user trends. This data is used to improve our offerings, such as providing more content in areas of greater interest to a majority of users.

Most browsers are initially set up to accept cookies, but you can reset the browser to refuse all cookies or to indicate when a cookie is being sent. Some of our features and services may not function properly if these cookies are disabled.

Alerts

We may alert you by email or phone (through SMS/call) registered with your account, to inform you about new service offerings of the Company or other information which we feel might be useful for you, through the Company.

Security

We are concerned about safeguarding the confidentiality of your/the child's information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorised employees only who need to know that information in order to operate, develop or improve our Application/Website/Services. Please be aware that, although we endeavour to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

How Long Do We Retain User Data?

Currently, we plan to retain user data indefinitely. We may alter this practice according to legal and business requirements. For example, we may alter the retention period for some data if needed to comply with law or voluntary codes of conduct. Unless otherwise prohibited, we may shorten the retention period for some types of data if needed to free up storage space. For any assistance regarding the removal of the Voice recordings or data retained by Fonetti, you can contact us at support@Fonetti.com.

Log information

When you/the child accesses our Website, our servers automatically record information that browser sends whenever you/the child's visit a website. These server logs may include information such as your web request, internet protocol address, browser type, browser language, the date and time of the request and one or more cookies that may uniquely identify your browser.

User communications

When you/the child sends an email or other communication to us, we may retain those communications in order to process the inquiries, respond to requests and improve our Services. Any communication undertaken by a child will deemed to have been done pursuant to your consent and supervision, as applicable.

Changes to this Statement

As the Company evolves, our Privacy Policy will need to evolve as well to cover new situations. Any changes to this Privacy Policy will be posted on the Website/our Services and will become effective as of the date of posting. You are advised to review this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

Your Consent

We believe that you should be in a position to provide informed consent prior to providing any Information required for the use of the Application/Website/Services. By registering with us, you are expressly consenting (for yourself or on behalf of the child, as applicable) to our collection, processing, storing, disclosing and handling of your/the child's information, as applicable, as set forth in this Privacy Policy now and as amended by us. Processing, your/the child's Information in any way, including, but not limited to, collecting, storing, deleting, using, combining, sharing, transferring and disclosing information, all of which activities will take place in United Kingdom. If you/the child reside outside United Kingdom, the Information will be transferred, processed and stored in accordance with the applicable data protection laws of the

United Kingdom.

Terms & Conditions

These Terms constitute an electronic record in accordance with the provisions of The Data Protection Act 2018 which is the United Kingdom's implementation of the General Data Protection Regulation (GDPR). Please carefully read the Terms and the Privacy Policy (set out above) with respect to registration with us and before the use of the Application/Website/Services. In the event of any discrepancy between the Terms and any other policies with respect to the Application/Website/Services, the provisions of the Terms shall prevail.

Your use/access/browsing of the Application /Website/Services (with or without payment/with or without subscription) through any means shall signify your acceptance of the Terms and your agreement and acknowledgement to be legally bound by the same.

If you do not agree with the Terms or the Policy, please do not use the Application or Website or avail the Services. Any access to our Website/Services/Application through registrations/subscription is non-transferable.

- Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application/Website/Services and products are proprietary property of the Company ("**Proprietary Information**"). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Company and nothing on this Application/Website/Services shall be deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to you/the child. You may own the medium on which the information, content or materials resides, but the Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company on such medium. Certain contents on the Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and You/the child are not permitted to use the same without the consent of the respective third party.

- The Challenges provided in the Application/ Website / services are solely for the personal development of the child and does not contain any price money for the winners of the contests. It shall be noted that any stars or reward points provided during the Challenges shall not be substituted with any monetary rewards and the rewards can only be redeemed for extended subscription and similar non-monetary benefits.
- Our Application/Website/Services provide users with access to compiled educational information and voice-supported quests and Challenges wherein the child will be assisted by the voice recognition support in order to help the child with the proper pronunciation of the words while reading. Such information is provided on an 'as is' basis and we assume no liability for the accuracy or completeness or use or non-obsolescence of such information. We shall not be liable to update or ensure continuity of such information contained on the Application/Website/Services. We would not be responsible for any errors, which might appear in the application or with such information or for any unavailability of such information.
- The contents and difficulty of the Application/ Contests /Services are developed on the basis of the age group of the student and the general level of understanding for the students of that particular age group. The usage of the Application/Website/Services is not endorsed as a substitution to the curriculum-based education provided by the educational institutions but is intended to supplement the same by assisting in a manner enabling easy understanding. Subscription to the Application or usage of our Services/ Application does not in any manner guarantee admission to any educational institutions on the basis of such skills acquired through our Application / Challenges or passing of any exams or achievements in any examinations.
- Certain contents in the Application/ Challenges /Services (in particular relating to assistance in pronunciation of words and sentences) may contain opinions and views. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.
- Some parts of the Application/Website/Services are interactive, and we encourage contributions by users, which may or may not be subject to editorial control. The Company accepts no responsibility or liability for any material and reserves the right at its sole discretion to remove, review, edit or delete any content.

- While the Company may, based on the your confirmation, facilitate the demonstration of its products sought by you, you acknowledge that you have not been induced by any statements or representations of any person with respect to the quality or conditions of the products and that you have relied solely on the investigations, examinations and inspections you have chosen to make and that the Company has afforded you the opportunity for full and complete investigations, examinations and inspections.
- Upon registration through any means whatsoever, the Company may contact you through the registered mobile number or e-mail or any other mobile number or contact number or email provided by you to enable effective provision of the Application/Website/Services. You expressly permit the Company to contact you, through the above mentioned means at any time post registration. Further, the Company shall have the right to monitor the download and usage of the Application/Website/Services and the contents thereof by you/the child, to analyse such usage and discuss the same with you/the child to enable effective and efficient usage of the Application/Website/Services. You expressly permit the Company to clear your/the child's doubts by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with you/the child and mentoring you/the child through telephone or e-mail or through any other forum.
- While the Company has made efforts to train the personnel engaged in the sales and services relating to its products to enable quality control, it makes no warranties or representations whatsoever regarding the quality and competence of such personnel and would not be responsible for any deviant behaviour of any such personnel. Any feedback from you/the child relating to the same is most welcome and Company reserves the right and discretion to take any action in this regard. You expressly provide consent to the Company and our personnel to interact with the child, where required.
- The Company's Application/Website/Services, including the content contained therein, are compatible only and exclusively with tablets. The Company shall not be obligated to provide workable products and/or services for any instruments that are not recognised by the Company or those instruments that may be purchased from any third party which are not compatible with the Company's Application/Website/Services. The company shall not be liable for any errors shown in the tablet due to which the Application may not function. The Company reserves the right to upgrade the table/type of compatible devices as required from time to time.
- The Company shall have no responsibility for any loss or damage caused to tablet or any other hardware and/or software and/or instrument/device, including loss of data or effect on the processing speed, resulting from your/the child's use of

our Application/Website/Services.

- In order to access the Services and to avail the use of the Application/Website/Services, you shall be required to register yourself with the Application/Website/Services, and maintain an account with the Application/Website/Services. You will be required to furnish certain information and details, including name, mobile number, e-mail address, residential address, grade/class, school name, payment information (credit/debit card details) if required, and any other information deemed necessary by the Application/Website/Services. With respect to the provision of information, the following may be noted:-
- It is your sole responsibility to ensure that the account information provided is accurate, complete and latest.
- You acknowledge that your/the child's ability to use the account is dependent upon external factors such as internet service providers and internet network availability and the Company cannot guarantee accessibility to the Application/Website/Services at all times. In addition to the disclaimers set forth in the Terms, the Company shall not be liable for any damages arising from your/the child's inability to log into the account and access the Application/Website/Services at any time.
- You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your/the child's use of and access of the Application/Website/Services; (ii) your/the child's violation of any term of these Terms or any other policy of the Company; (iii) your/the child's violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your/the child's use of the Application/Website/Services has caused damage to a third party. This defence and indemnification obligation will survive these Terms.
- In no event shall the Company, its officers, directors, employees, partners or agents be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, your use of, or access to, the Application/Website/Services.
- In the event of your/the child's breach of these Terms, you agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

- Any violation by you/the child of the Privacy Policy or of these Terms, may result in immediate suspension or termination of your account apart from any legal remedy that the Company can avail. In such instances, the Company may also disclose your account information if required by any Governmental or legal authority. You understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.
- The Terms shall be governed by and construed in accordance with the laws of United Kingdom.
- The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application/Website/Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application/Website/Services. You agree that the Company shall not be liable to you or any third party for any modification, suspension or discontinuance of the Application/Services. All prices are subject to change without notice.
- **DISCLAIMER: THIS WEBSITE, THE APPLICATION AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE, APPLICATION AND THE SERVICES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, TIMELINESS, PERFORMANCE, COMPLETENESS, SUITABILITY AND NON-INFRINGEMENT. ADDITIONALLY, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE, OR THE APPLICATION OR THE SERVICES. YOUR USE OF ANY INFORMATION OR MATERIALS ON THE WEBSITE/APPLICATION/SERVICES IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT SERVICES PROVIDED BY US MEET YOUR SPECIFIC REQUIREMENTS.**

General Provisions:

- Notice: All notices served by the Company shall be provided via email to your account or as a general notification on the Application. Any notice to be provided to the Company should be sent to hello@ukreadaloudchallenge.com

- Entire Agreement: The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application/Website/Services from time to time, constitute the entire agreement between the Company and you with respect to your access to or use of the Application, Website and the Services thereof.
- Assignment: You cannot assign or otherwise transfer your obligations under the Terms, or any right granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third parties without the requirement of seeking your consent.
- Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these terms, for any failure or delay in fulfilling or performing any term of these terms, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law or any changes and modification in the government regulations which may affect the performance of the performance beyond the reasonable control; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities and (j) broadband failure or other similar failures that are beyond their reasonable control of the company. The Impacted Party shall give Notice within 15 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.
- Waiver: Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that

provision or right.

- Relationship: You acknowledge that your participation on the Application, does not make you an employee or agency or partnership or joint venture or franchise of the Company.
- The Company provides these Terms so that you are aware of the terms that apply to your/the child's use of the Website/Application and Services. You acknowledge that, the Company has given you a reasonable opportunity to review these Terms and that you have agreed to them.

Customer Support:

We make all best endeavours to provide you with a pleasant experience.

In the unlikely event that you/the child faces any issues in respect of the Application/ Website/ Services, please contact us at hello@ukreadaloudchallenge.com