TERMS AND CONDITIONS

OmniMinds · Econominds · Mathominds — Last updated: 13 October 2026

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This page shows our **Terms and Conditions ("Terms")**. Please read the Terms set out below carefully and make sure you understand them before registering with ICM Econominds Ltd (trading as OmniMinds, Econominds and Mathominds), using our services or purchasing any of our products or services. If you do not agree with these then you cannot register or purchase or use any of our products or services. The Terms and Conditions are enforced to ensure a safe, stable and fair experience to all Users.

Registration with OmniMinds, or use of any products or services from OmniMinds, Econominds or Mathominds, constitutes agreement to these Terms and Conditions.

OmniMinds, Econominds and Mathominds are trading names of ICM Econominds Limited, a company registered in England and Wales (number: 12312629).

Our registered office address is:

ICM Econominds Ltd
Icentrum
Holt Street
Birmingham
B7 4BP

We can be contacted by email at hello@omniminds.co.uk.

The Terms and Conditions constitute an Agreement between ICM Econominds Ltd and you, the User.

1. INTERPRETATION

1.1 In these Terms and Conditions:

"A/A* Guarantee"	A/A* grade awarded by the examination board and, if not achieved, the money back guarantee provided by us on our Guarantee Courses, set out in Clause 6;

"Agreement", "Terms and Conditions" or "Terms"	this agreement between OmniMinds and the User;
"AI Content"	any output generated wholly or partly by an AI System, including marks, scores, feedback, worked solutions, study plans and practice content;
"AI Systems"	the artificial intelligence and machine learning systems used by OmniMinds to deliver parts of the Services, including systems provided by third-party AI providers, as described in Clause 5;
"Brands"	OmniMinds, Econominds and Mathominds, each a trading name of ICM Econominds Ltd;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Course" or "OmniMinds Course"	the online learning courses made available by us under any of the Brands (including Econominds Courses and Mathominds Courses) on our Website for use by Users;
"Econominds Working Grade"	the unique, always changing working grade displayed on OmniMinds Courses showing a Student's progress with a particular Course, which is calculated with the assistance of AI Systems;
"Examination Body"	organisations which award secondary education level qualifications, including but not limited to A Levels;
"Parent"	a User linked to a Student who has permission to view and manage personal and billing data and act as a Payee on behalf of the Student;
"Payee"	a User who is either a Student or Parent and pays for products or services from OmniMinds for themselves as a Student or on behalf of a Student;
"Privacy Policy"	the policy displayed on our Website at https://www.omniminds.co.uk/privacy which details how we collect, store and use personal data, including how we use AI Systems;
"Rights"	copyright, trademarks, database rights and other intellectual property rights;
"Student"	the User enrolled in one or more OmniMinds Courses;

"OmniMinds", "Econominds", "Mathominds", "we", "us" and "our"	are references to ICM Econominds Ltd, trading under the Brands, and the Website;
"User", "you" and "your"	are references to you the user of the Website; and
"User Material"	all material in whatever medium or form created or submitted by the User on the Website including video, audio, images, messages to us, messages to other users, comments, text, answers, essays, responses to questions, and metadata;
"Website"	the websites https://www.omniminds.co.uk and https://econominds.co.uk and the learning platform at https://app.econominds.co.uk, on which we operate the Services.

1.2 Any of the foregoing definitions applies, as the context may require, to the singular or the plural form of the term used.

1.3 In this Agreement:

1.3.1 clause headings are inserted for ease of reference only and do not affect construction;

1.3.2 references to “writing” or cognate expressions includes a reference to email or comparable means of communication;

1.3.3 words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof; and

1.3.4 reference to any party includes that party's personal representatives, successors and permitted assigns;

1.3.5 references to clauses are to the clauses of this Agreement.

2. ENROLLING IN A COURSE

2.1 The User warrants that the User has the legal capacity to enter a binding contract with OmniMinds.

2.1.1 If the User is under the age of 18 the User must have obtained full consent from his/her parent or legal guardian and both Student and Parent warrant they are fully aware of the Terms upon which the OmniMinds Course is made available to him/her as set out in these Terms and Conditions.

2.1.2 If a Parent signs up they are agreeing to the Terms set out in these Terms and Conditions on behalf of the Student their account is linked to or any Student they link their account to in future.

2.2 The User must provide a valid email address on registration.

2.2.1 The User must confirm their email address via the link in the confirmation email sent to them.

2.2.2 The User must set a password when completing their account registration.

2.2.3 The User must ensure that they keep their confirmation link and registration details secure and must not provide this information to any third party unless explicitly granted permission from OmniMinds.

2.2.4 The User is responsible for all activity under the User's account even if someone else uses that account.

2.3 OmniMinds reserves the right to alter the Courses available for sale on the Website and to discontinue any Course.

2.4 If the User is under the age of 16, the User must explicitly tell OmniMinds their age by email to hello@omniminds.co.uk before enrolling in a course. This is so that we can ensure that the User's data is handled in the most appropriate way for their age-group, in line with our Privacy Policy and the ICO's Age Appropriate Design Code.

3. PRICES AND PAYMENTS

3.1 All prices listed on the Website are correct at the time of publication. However, we reserve the right to alter these in future.

3.2 A Student can purchase a Course for themselves, acting as their own Payee, or a Parent can purchase a Course on behalf of a Student, acting as a Payee.

3.3 OmniMinds will take all reasonable care, in so far as it is in our power to do so, to keep the details of the User's order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss the User may suffer if a third party procures unauthorised access to any data the User provides when accessing or ordering from the Website;

3.3.1 the Payee debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet;

3.3.2 the credit card company of the Payee may do security checks to confirm it is you making the order;

3.3.3 The secure payment gateway used will be Stripe and they will be liable for any payment security issues or queries.

3.4 If OmniMinds does not receive a payment on time we reserve the right to suspend or cancel the Student's participation on the Course and further access to OmniMinds may be denied to the Student and Parent.

3.5 Where a Student receives 1:1 tutoring sessions on top of platform access, the Payee enters into a binding contract to pay for those sessions. Fees for 1:1 sessions are payable in advance of the relevant session(s).

3.6 Where OmniMinds issues an invoice for 1:1 sessions, the Payee must clear the full invoiced balance within 7 days of the invoice date, unless the session date falls earlier, in which case payment is due before that session.

3.7 If any invoiced sum remains unpaid after the due date in clause 3.6, OmniMinds reserves the right to charge interest on the outstanding balance at 5% per annum above the Bank of England base rate in force from time to time, accruing daily from the due date until payment is received in full.

3.8 Non-payment under clauses 3.5–3.6 entitles OmniMinds to suspend or cancel the Student's 1:1 sessions in accordance with clause 3.4, without waiving the right to recover outstanding fees.

3.9 Where 1:1 sessions have been delivered and the corresponding fees remain unpaid, OmniMinds reserves the right to pursue recovery of the outstanding balance, including interest under clause 3.7 and any reasonable costs of recovery, through debt collection and/or legal proceedings.

4. ABOUT OMNIMINDS

4.1 OmniMinds may be accessed online via our Website.

4.2 Students should be aware that completion of each Course requires significant effort and regular participation;

4.2.1 Some modules of a Course may require more effort and time than other modules and progression through a Course is not linear;

4.2.2 The effort required to progress through a Course will vary at different stages of participating in the Course;

4.2.3 Inactivity may adversely impact the Econominds Working Grade allocated to the Student resulting in a lower working grade to take account of the period of inactivity.

4.3 Upon enrolment in a course, we grant to the Student a non-exclusive, non-transferable, limited, personal, revocable, worldwide licence to access OmniMinds and the purchased Course(s). The licence is a “named user” licence which means that only the Student who is named on the licence may use the licence and access OmniMinds. Courses cannot be shared or used by more than one individual.

4.4 The User shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make OmniMinds available to any third party, or the content of OmniMinds or any of our Courses or our Website in any way; (ii) modify or make derivative works based upon OmniMinds or any Course; (iii) embed the service as an “iframe” or “frame” from within another application; or (iv) reverse engineer or access the Website or OmniMinds in order to (a) build a competitive product or service, (b) build a product using ideas, features, functions or graphics that are similar to those related to the Website or OmniMinds, or (c) copy any ideas, material, features, functions or graphics of the service.

4.5 When accessing OmniMinds and using our Website the User shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the service or the data contained therein, or our Website, servers or networks; (iii) attempt to gain unauthorised access to the Website or OmniMinds or its related systems or networks; or (iv) take any action that imposes an unreasonably or disproportionately large load on our system.

4.6 The User is not permitted to use OmniMinds or any Course to assist in the development of their own software or that of a third party. The User must not use or copy all or any part of OmniMinds's graphical user interface, operating logic or database structure for it to be part of or to develop any software or other product or technology, unless that use or copying is permitted by law.

4.7 From time to time Course content will change to take account of changes in the curriculum set by the Examination Body or to be improved by OmniMinds;

4.7.1 For the avoidance of doubt, where this occurs participation on a Course does not entitle Students to participate in updated Courses free of charge.

4.8 Courses cannot be paused.

4.9 OmniMinds reserves the right to change the schedule or content of a Course, even but not limited to while it is in progress, without notice.

4.10 The User agrees to the Referral Terms and Conditions set out at https://econominds.co.uk/referralterms.

5. AI-POWERED FEATURES, FAIRNESS AND AUTOMATED DECISION MAKING

5.1 OmniMinds uses AI Systems, including machine learning models provided by third party AI providers acting under contract with us, to deliver parts of the Services. This includes: (i) instant marking and scoring of answers, essays, chains of analysis and other User Material submitted for assessment; (ii) generation of feedback and worked solutions; (iii) calculation of progress metrics, including the Econominds Working Grade; and (iv) the creation and updating of the Student's personalised study plan. The Website indicates where a feature is AI-powered and where content is AI-generated.

5.2 The User acknowledges that AI Content: (i) is generated by statistical models and, despite our testing and quality controls, may contain errors, inaccuracies or omissions; (ii) is provided as a learning and revision tool to support the Student's study; (iii) does not constitute a prediction or guarantee of the mark or grade that any Examination Body will award; and (iv) does not constitute professional, careers or educational placement advice.

5.3 Human oversight. No decision that produces legal effects, or similarly significant effects, for a User is made solely by an AI System. In particular, a qualified member of the OmniMinds team reviews and makes the final decision on: (i) eligibility for the A/A* Guarantee and any refund under Clause 6 or clause 11.2; (ii) admission to our 1:1 tutoring programme; (iii) scholarship awards; and (iv) any suspension or termination of a User's account or access.

5.4 Right to human review. The User may at any time request a human review of any AI generated mark, score, feedback or study plan, make representations about it, or contest it, by emailing hello@omniminds.co.uk. We will respond within 30 days. This clause reflects, and does not limit, the User's rights in relation to automated decision making under UK data protection law (UK GDPR, as amended by the Data (Use and Access) Act 2025) as described in our Privacy Policy.

5.5 Fairness and bias. We design, test and monitor our AI Systems for accuracy and for bias, including checking that marking, scoring and personalisation do not produce unjustified differences in outcomes for Students by reference to protected characteristics within the meaning of the Equality Act 2010, and we correct issues that we identify. We carry out and maintain Data Protection Impact Assessments and AI impact assessments for

our AI Systems, in line with Article 35 UK GDPR and ICO guidance on AI and data protection, and we review them whenever our AI Systems materially change.

5.6 Nothing in these Terms and Conditions excludes or limits our liability for unlawful discrimination under the Equality Act 2010.

5.7 We do not use AI Systems for emotion recognition or biometric categorisation of Users.

5.8 EU users. We accept Students resident in the European Union, and our AI Systems used in education fall within the scope of Regulation (EU) 2024/1689 (the EU AI Act), including its transparency obligations and its requirements for high-risk AI systems used to evaluate learning outcomes. We comply with the transparency obligations applicable to us under Article 50 of that Act, and we are preparing our education AI features against the high-risk requirements (including conformity assessment and the appointment of an EU authorised representative, where required) ahead of the applicable deadline, currently 2 December 2027. EU-resident Users also retain all of their rights under the EU GDPR, including Article 22 rights in relation to automated decision-making, as set out in our Privacy Policy.

5.9 Misuse of AI Systems. The User shall not: (i) attempt to manipulate, deceive or corrupt any AI System, including by prompt injection or deliberately adversarial inputs; (ii) attempt to extract, reconstruct or reverse engineer any model, training data or system prompt underlying an AI System; (iii) use AI Content to build, train or improve a competing product or service (in addition to the restrictions in clauses 4.4 and 4.6); or (iv) submit work generated by third-party generative AI tools as the Student's own work for marking, scoring or A/A* Guarantee purposes.

5.10 We may modify, substitute or withdraw AI Systems or change third-party AI providers from time to time, provided that doing so does not materially reduce the overall functionality of the paid-for Services.

6. OUR “MONEY BACK GUARANTEE” OFFER

6.1 For Students who purchase and complete Courses with our money back Guarantee Course, we guarantee that the Student will obtain a mark deemed by the relevant Examination Body as an A or A* in A-Level Economics and/or Maths (as applicable to the Course purchased) which the Course has prepared them for, or we will refund all fees paid for that Course, provided the Student meets every commitment in clause 6.2.

6.2 To claim a refund the following conditions must be met to our reasonable satisfaction:

6.2.1 Eligibility. The Student must:

6.2.1.1 have enrolled before 14 December of the academic year in which the Student sits the A-Level examination; and

6.2.1.2 have signed, together with their Parent, the A/A* Guarantee acknowledgement within 1 week of joining.

6.2.2 Student commitments. The Student must have participated in and completed the specific Money back Guarantee Course in full, which means the Student must:

6.2.2.1 complete the diagnostic assessment within the first two weeks of joining;

6.2.2.2 use the platform for at least 60 minutes a day (7 hours a week), or longer where their personalised Pathway (the Student's personalised study plan) sets more, as recorded by the platform;

6.2.2.3 complete all homework by 23:59 each Thursday;

6.2.2.4 attend every live session with their camera on, asking and answering at least one question; or, if unavoidably absent, notify their tutor at least 24 hours beforehand and watch the recording within 48 hours of the session;

6.2.2.5 complete all timed practice papers and mock examinations by their deadlines, under closed-book conditions;

6.2.2.6 achieve an A or A* in the assigned Econominds predicted papers before the official examinations; and

6.2.2.7 complete all platform activities before the first examination day;

6.2.3 the Student or their Parent must not be in breach of any other clause of these Terms and Conditions, including but not limited to allowing the Course to be accessed by anyone other than the Student during their enrolment;

6.2.4 the examination which the Student sits must be the exact examination provided by the specific Examination Body that the Course claims to prepare students for. If a Student has extenuating circumstances during the exam, we are unable to refund a Student their money back;

6.2.5 the Student or Payee must notify us by email to hello@omniminds.co.uk within 14 days of receiving the results, stating the intention to claim a refund and sending the Student's official results in one of two forms;

6.2.5.1 photograph or copy of certificate provided by the Examination Body;

6.2.5.2 photograph or copy of grades print out provided by the Examination Body;

6.2.6 the Course must not have been accessed by anyone other than the Student.

6.3 Every commitment in clause 6.2.2 is tracked on the platform and shown in the weekly progress report. If a commitment is missed, the A/A* Guarantee no longer applies. The records and metrics used to assess the conditions in clause 6.2 (including platform usage data, homework submission times, live session attendance and participation, absence notifications, predicted paper marks and the Econominds Working Grade) are generated or calculated with the assistance of AI Systems. In accordance with clause 5.3, no decision to refuse a refund under this Clause 6 is made solely by an AI System: a qualified member of the OmniMinds team verifies the relevant scores and records and makes the final decision. If a refund claim is refused, we will give the Payee written reasons, and the Payee may contest the decision and request a further human review under clause 5.4.

6.4 Aside from the refund of fees paid for the relevant Course in accordance with this clause, OmniMinds will not have any other liability if the Student does not for whatever reason obtain an A* or A grade in the relevant exam (subject always to clauses 5.6 and 12.1).

6.5 The A/A* Guarantee applies only to Money back Guarantee Courses. It does not apply to 1:1 tutoring. Where a Student purchases 1:1 tutoring, whether on its own or alongside a Course, fees paid for 1:1 tutoring sessions are not refundable under this Clause 6 and no guarantee of any grade is given in respect of 1:1 tutoring.

6.6 We will acknowledge any refund claim or dispute under this Clause 6 promptly, and will provide our substantive response within 30 Business Days of receiving the claim together with the evidence required under clause 6.2.5. This timeline applies to A/A* Guarantee claims and disputes notwithstanding the general response times in clauses 5.4 and 9.1.

7. CODE OF CONDUCT

7.1 All Students who participate in a Course must agree to abide by the following code of conduct:

7.1.1 I will not engage in any activity that may dishonestly improve my results.

7.1.2 I will self-mark my own work honestly, accurately and to my best ability in order to maximise my own improvement.

7.1.3 My answers to quiz questions, memorisation exercises or exam practice sessions will be my own work entirely, and I will not submit work generated by third-party AI tools as my own.

7.1.4 I will not make my solutions to quiz questions, memorisation exercises or exam practice sessions available to anyone else.

7.1.5 I will not share any of the Course material, whether content or exercises, with anyone else.

7.1.6 I will not attempt to manipulate or game the AI Systems, including the marking, scoring or study-plan features, to dishonestly improve my recorded scores.

8. WHAT WE DO WITH YOUR INFORMATION

8.1 The User agrees to provide OmniMinds with accurate and complete information wherever OmniMinds requests information from the User.

8.2 OmniMinds will not disclose sensitive personal information to third parties without direct consent from the User.

8.3 The User is entitled to request a copy of the personal information we hold on them.

8.4 Personal data, including User Material submitted for marking, is processed by our AI Systems and third-party AI providers as described in Clause 5 and in our Privacy Policy. Our third-party AI providers act as our data processors and are not permitted to use Users' personal data to train their own models.

8.5 For more information about how OmniMinds processes and uses information we collect about Users, including our use of AI and automated decision-making and the rights available to Users, please see our full Privacy Policy. By using OmniMinds, the User is consenting to such processing and use.

9. SUPPORT, COMPLAINTS AND SAFEGUARDING

9.1 All operational queries or complaints concerning OmniMinds and access to any of the Courses should be addressed to hello@omniminds.co.uk. Users should expect a response to general queries and communications within 5 to 10 Business Days. We will acknowledge complaints promptly and aim to provide a substantive response within 14 days. A/A* Guarantee claims and disputes are handled under the timeline in clause 6.6.

9.2 OmniMinds can be accessed from any internet enabled desktop PC. High speed broadband is recommended. Mobile and tablet devices may not be supported.

9.3 When using OmniMinds the Student must ensure that their internet browser is up-to date to ensure that OmniMinds appears in the correct format with its intended functionality. Old browser software may not display questions in the correct format.

9.4 Safeguarding. Because most of our Students are under 18, OmniMinds operates a safeguarding policy. Our tutors and staff who work directly with Students undergo appropriate background checks (including enhanced DBS checks where required by law),

and any safeguarding concern will be handled in accordance with that policy and, where necessary, reported to the appropriate authorities. Safeguarding concerns should be raised immediately by email to hello@omniminds.co.uk.

9.5 Live group sessions are recorded so that Students can catch up under clause 6.2.2.4, and Students who attend with their camera on may appear in those recordings. 1:1 tutoring sessions may be recorded for safeguarding and quality purposes. Recordings are kept for up to 2 years from the date of the session and then deleted, unless a safeguarding concern or legal claim requires us to keep a recording for longer; where sessions are recorded, Students and Parents will be informed and recordings will be handled in accordance with our Privacy Policy.

10. INTELLECTUAL PROPERTY AND DATA SUBMITTED ON COURSES

10.1 All Rights in the Website and the Courses are and shall remain the property of OmniMinds or of its licensors (as the case may be) and nothing in these Terms and Conditions shall transfer any ownership rights to the User.

10.2 The User must not modify, copy, reproduce, upload, post, transmit or distribute by any means or in any manner whatsoever, any material or information or download from OmniMinds or our Website except where expressly invited to do so or indicated on OmniMinds or our Website.

10.3 Upon submitting User Material on OmniMinds, the User assigns to OmniMinds absolutely with full title guarantee all its right, title and interest in and to the Rights in User Material, including specifically the world-wide right to:

> 10.3.1 use, copy, host, electronically store, cache, display, communicate, broadcast, transmit, make available and distribute the User Material to Users in all existing and future media and formats on OmniMinds;
>
> 10.3.2 change, amend or develop the User Material in whatever way OmniMinds deems appropriate, and create derivative works from it; and
>
> 10.3.3 use the User Material to operate, test and improve the Services, including the AI Systems, in accordance with Clause 5, Clause 8 and our Privacy Policy.

10.4 The User waives absolutely his moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the User Material and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

10.5 All Rights in AI Content generated on the Website belong to OmniMinds or its licensors. OmniMinds grants the Student a personal, non-transferable licence to use AI

Content for their own private study only, for the duration of their enrolment.

11. CANCELLATION AND TERMINATION

11.1 The Payee may cancel the Agreement and receive a full refund within 14 days of purchasing a Course, provided the Student has not logged in and accessed the Course. This reflects the statutory cancellation period for distance contracts under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and, for EU-resident consumers, the Consumer Rights Directive.

> 11.1.1 Platform access (digital content). At checkout the Payee is asked to tick a box to give express consent to immediate access to the Course and to acknowledge that the statutory right to cancel is lost once access begins. Where the Payee has given that consent and acknowledgement, the statutory right to cancel and receive a refund in respect of the digital content is lost once the Student logs in and accesses the Course.

> 11.1.2 Live teaching (services). Where, at the Payee's express request, live teaching or other services begin within the 14-day cancellation period and the Payee then cancels within that period, the Payee must pay an amount in proportion to the services supplied up to the time we are told of the cancellation, compared with the full coverage of the Agreement.

11.2 7-day money back guarantee. In addition to the statutory right in clause 11.1, the Payee has 7 days from enrolment to cancel. If the Payee or the Student is not happy with the programme, the teaching or the structure, the Payee must tell us by email to hello@omniminds.co.uk within this period and we will refund the fees paid for the Course.

> 11.2.1 If the reason for cancelling was already covered on the Payee's call with us, or relates to circumstances disclosed before enrolment, the refund under this clause 11.2 may be subject to an admin fee of 15% of the total price of the package chosen. Where the Payee pays through Splitit, any fee Splitit charges us for that instalment plan which we cannot recover will also be deducted; where the Payee pays by card, we absorb the card processing fee. The admin fee does not apply to a cancellation made under the statutory right in clause 11.1.

> 11.2.2 After the 7 days, the programme commences and these Terms and Conditions apply in full.

11.3 Fees for Courses are payable upfront. Once a Student has logged in and accessed a Course, the fees paid are non-refundable, and the Payee is entitled to cancel further participation on the Course at any time but is not entitled to any refund of fees already paid. This clause is subject to clause 11.1, to the 7-day money back guarantee in clause 11.2, to the A/A* Guarantee in Clause 6 where it applies, and to the User's statutory rights.

11.4 Cancellation must be requested by emailing hello@omniminds.co.uk before the last working day of the month to cancel for the next month.

11.5 OmniMinds is entitled to cancel or suspend a User's access to OmniMinds or the Courses and/or terminate this Agreement if we reasonably consider or suspect that the User has acted in breach of these Terms and Conditions, subject to the human oversight commitment in clause 5.3.

11.6 OmniMinds may cancel or suspend a User's access to OmniMinds or the Courses and/or terminate this Agreement with immediate effect if at any time:

> 11.6.1 OmniMinds reasonably considers or suspects that the User has committed any breach or non-observance of any of the provisions of this Agreement;
>
> 11.6.2 The User commits any gross misconduct affecting the business of OmniMinds or any fraud or dishonesty or acts in any manner which in the opinion of OmniMinds brings or is likely to bring OmniMinds into disrepute or is materially adverse to the interests of OmniMinds.

11.7 Following termination of this Agreement OmniMinds shall continue to own and be entitled to use the Rights to User Material in accordance with clause 10.3.

12. WARRANTIES AND LIABILITIES

12.1 Nothing in these Terms and Conditions excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) unlawful discrimination under the Equality Act 2010, including discrimination arising from the operation of our AI Systems; or (iv) any other liability which cannot be excluded or limited by law, including the User's statutory rights as a consumer. Every other clause of these Terms, including clauses 12.4 to 12.11, is subject to this clause 12.1.

12.2 The User warrants that the User Material is and will be original work and has not been and will not be copied wholly or substantially from any other work or material or any other source and that no part of the User Material shall:

> 12.2.1 infringe any third party Rights;
>
> 12.2.2 contain anything which is defamatory, libellous, obscene, or otherwise unlawful;
>
> 12.2.3 contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information.

12.3 The User shall fully reimburse and defend OmniMinds from and against any damages, costs and expenses suffered or incurred by OmniMinds or awarded by any court against

OmniMinds as a result of or in connection with:

12.3.1 any claim or action that the use by OmniMinds or Users of any User Material infringes the copyright or other intellectual property rights of a third party or breaches any applicable law or regulation;

12.3.2 any other breach by the User of these Terms and Conditions.

12.4 Great care has been taken to ensure that the information available on this Website and OmniMinds is correct and error free. From time to time, there may be errors of fact and/or grammatical, spelling or typographical errors, and AI Content may contain the errors and inaccuracies described in clause 5.2, which we will use our reasonable endeavours to correct as soon as these are identified. We apologise for any errors or omissions that may have occurred. We cannot warrant that use of OmniMinds or the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of OmniMinds or the Website and we do not make any condition or warranty whatsoever, whether express or implied, relating to fitness for purpose or accuracy.

12.5 Save as expressly set out in these Terms and Conditions, we disclaim any and all liability to the User for OmniMinds and the Courses. This does not affect the User's statutory rights as a consumer.

12.6 If we are found liable for any loss or damage to the User our liability is limited to the amount the User or Payee has paid for the relevant Course. Any refund under the A*-A Guarantee will settle this liability in full. This clause does not apply to the liabilities listed in clause 12.1.

12.7 Excluding the A*-A Guarantee offer described in Clause 6, we cannot accept any liability to the User for any loss, damage or expense, whether direct or indirect, including any loss such as loss of profits or opportunity, howsoever arising.

12.8 OmniMinds and the Courses are provided on an “as is” basis and no condition, warranty or guarantee is offered either to the User in relation to the accuracy of the information provided. We cannot guarantee or warrant to a User that a Course is suitable for the User or a particular Student. The use of OmniMinds and the Courses provided is entirely at the User's and Student's own risk and we cannot be held liable for any loss, damage or injury suffered or incurred as a result.

12.9 OmniMinds do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to the User or the User's computer system via OmniMinds or our Website.

12.10 OmniMinds shall not be held liable for any failure or delay in delivering OmniMinds where such failure arises as a result of any act or omission which is outside our reasonable

control such as an act of God or those of third parties.

12.11 OmniMinds have taken all reasonable steps to prevent internet fraud and ensure any data collected from the User is stored as securely and safely as possible. However, OmniMinds cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.

13. MISCELLANEOUS

13.1 OmniMinds may subcontract any part or parts of OmniMinds from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without the User's consent or any requirement to notify the User.

13.2 OmniMinds may alter or vary the Terms and Conditions at any time without notice to the User. Any updates or variations to the Terms and Conditions will be published on the Website.

13.3 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, conditions, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

13.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

13.6 The User shall not assign or transfer or purport to assign or transfer any of its rights, liabilities or obligations under this Agreement without the prior written consent of OmniMinds. OmniMinds may assign or transfer any of its rights, liabilities or obligations under this Agreement.

13.7 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.8 If for any reason any provision of this Agreement is found to be unenforceable, the remaining provisions of this Agreement shall continue to be valid to the fullest extent

permitted by law.

14. NOTICES

14.1 A notice or other communication required to be given to OmniMinds under this Agreement shall be in writing and shall be:

14.1.1 delivered personally; or

14.1.2 sent by pre-paid first class post or recorded delivery; or

14.1.3 sent by email to OmniMinds at its address set out at the beginning of this Agreement.

14.2 A notice or other communication shall be deemed duly received:

14.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

14.2.2 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

14.2.3 if delivered by email, on the next Business Day after transmission.

14.3 In these Terms “Business Day” has the meaning given in clause 1.1.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

15. COMMUNITY GUIDELINES

15.1 OmniMinds may cancel or suspend a User's access to OmniMinds or the Courses and/or terminate this Agreement with immediate effect if at any time the User:

15.1.1 whilst engaging with the community page, uses language which will offend other users in any way;

15.1.2 posts anything diverging from the topics outlined within the Courses; or

15.1.3 fails to treat any of the OmniMinds team, whether volunteers or workers, with respect.

15.2 Content moderation. We may review, restrict, remove or disable access to any User Material posted to community areas that breaches these Terms or the law. Where we remove a User's content or restrict their access, we will inform the User of the reason and the User may contest the decision by emailing hello@omniminds.co.uk. Moderation

decisions affecting a User's paid access are subject to the human oversight commitment in clause 5.3.

15.3 Users may report unlawful or harmful content in community areas to hello@omniminds.co.uk and we will review reports promptly.

16. LAW

16.1 This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine or otherwise settle all and any claims, proceedings, suits or action (including arbitration) arising out of or in connection with this Agreement or its subject matter, subject to clause 16.3.

16.3 If the User is a consumer resident in the European Union, nothing in these Terms deprives the User of the protection of provisions of the law of their country of residence that cannot be derogated from by agreement, and the User may bring proceedings in the courts of their country of residence.