MATHEIN MASTER TERMS AND CONDITIONS

For Mathein-owned, Mathein-operated, partner-branded and white-label learning applications and websites

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1 About these Terms

These Master Terms and Conditions ("Terms") govern access to the mobile applications, websites and learning services that link to or expressly incorporate them (the "Platform"). They apply when the relevant Terms are presented to a User with any notice and opportunity to accept them required by applicable law. An unrelated service, or a future product that has not presented or incorporated these Terms, is not covered merely because Mathein provides technology for it.

The Platform may appear under Mathein-owned, partner, institution or white-label branding. Tutin and NCLEX with Fr. Josis are examples, not an exhaustive list. These Terms govern Mathein's provision of the Platform and the obligations described here. The section "Mathein and academic-Partner responsibilities" explains how a Partner's separate responsibilities are identified.

Applicable country-specific supplements add to these Terms and prevail only for the local matters they specifically address. Mandatory law and rights that cannot lawfully be excluded take priority over all contractual terms. Product-specific or Partner-specific terms affect a Learner's agreement only if they are disclosed and incorporated into that agreement through an appropriate process. A private contract between Mathein and a Partner does not, by itself, change a Learner's rights.

Country-specific Terms and Conditions supplements are available here: United Kingdom; India; Canada. Read the supplement applicable to your location together with these Master Terms.

Separate business agreements may govern institutional licences, revenue sharing, service levels, ownership of course materials and data-processing arrangements. They do not silently replace the consumer-facing terms presented to a Learner.

2 Definitions

"Mathein", "we" and "us" mean Mathein The Learning Company UK Ltd.

"Platform" means the applications, websites, learning platforms, assessments, AI learning tools, live teaching features, recorded lessons, learner dashboards, staff portals, Partner portals and related services to which these Terms apply under "About these Terms".

"App" means a mobile or web application forming part of the Platform. An App may use Mathein, Partner, institution or white-label branding.

"User" or "you" means a person who accesses or uses the relevant Platform, including a Learner, purchaser, parent or guardian, instructor, staff member or authorised Partner representative, as the context requires.

"Learner" means a User taking or accessing a course, class, assessment or other learning service.

"Partner" means an institution, academy, course provider, instructor organisation or other third party involved in providing or branding a relevant product or service.

“Content” means course materials, questions, explanations, lessons, recordings, assessments, software interfaces and other materials made available through the Platform by Mathein or a Partner. It does not include User Content.

“User Content” means answers, files, messages, questions, chat contributions, images, audio, video and other material a User submits or shares through the Platform or a class. Identifiable participation captured in a class recording may also be User Content.

“AI Services” means automated or AI-assisted features, which may include evaluation, scoring assistance, feedback, chat, question generation and learning suggestions.

For clarity, the App may be an Android, iOS, web or other supported application. A white-label App presents Mathein-powered services under a partner, institution or product brand. Partners may include education companies, institutions, instructors, publishers, content owners, training providers and affiliates, according to their actual role. Authorised account roles may include staff, academic partners, administrators, accountants, affiliates and institutional users.

3 Mathein and academic-Partner responsibilities

Mathein provides the Platform functions for which it is identified as responsible. Depending on the product, Mathein may provide software, hosting, access tools, assessments, AI Services, payments-related functionality or support. Partners may provide teaching, course materials, live-class organisation or learner support. The allocation is not the same for every product. Partner branding, or use of another service provider, does not remove Mathein’s own obligations.

The relevant product information or checkout must clearly identify, where applicable, the Platform operator, course provider, live-class organiser, seller, and party responsible for support and refund requests. These may be different parties. If a Partner is the seller or course provider, its responsibilities and any terms that form part of the Learner’s agreement must be disclosed before the relevant commitment.

Privacy responsibilities depend on the actual activities and arrangements, not on a general description of every Partner as a processor or joint controller. The applicable privacy notice and arrangements explain the relevant roles.

4 Eligibility and younger Users

As a general Platform policy, the Platform is intended for people aged 13 or over. This is not a statement that 13 is the legal age for contracting or privacy consent everywhere. A country, product, course, assessment or provider may require a higher age or impose other eligibility conditions, which will be stated where relevant.

A User must have the legal capacity required for the relevant transaction or have appropriate parent or guardian involvement where applicable law permits and requires it. Contractual capacity, privacy-consent requirements and course eligibility are separate questions. Parent or guardian consent does not permit access that applicable law prohibits.

Users of staff, administration and Partner portals must be authorised to act in the role for which access is provided.

By creating an account or using the Platform, you confirm that you meet the disclosed eligibility requirements and are legally permitted to use the relevant service in your jurisdiction, with any legally required parent or guardian involvement.

5 Accounts and security

Some features require an account. You must provide information reasonably needed for the account, keep it accurate, protect your credentials and promptly report suspected unauthorised access to the appropriate support contact.

Do not impersonate another person, share access contrary to the disclosed licence or course rules, or bypass authentication, payment, age, course-access or security controls. Where reasonably necessary, we may take the proportionate steps described in "Suspension, termination and account closure".

Account information you provide must be accurate, current and complete, and you must promptly report material incorrect account data. You must keep login credentials confidential. You are responsible for activity that occurs under your account unless caused by our breach or negligence, subject to applicable mandatory rights and the circumstances in which the activity occurred.

6 Description of Services

Depending on the product and the access purchased or provided, the Platform may offer courses and study resources; live or recorded teaching; practice questions and mock assessments; submitted-answer review; AI Services; revision tools; progress reports; learner dashboards; and authorised staff or Partner tools. A feature's inclusion in this description does not mean it is included in every App, course or plan.

The relevant product information must describe material features, access conditions and duration before a purchase or other commitment. Any material reduction or withdrawal of paid access is addressed in "Availability, service changes and withdrawal".

Where offered for the relevant product, features may include diagnostic tests; MCQ, descriptive, image-based, audio-based, video-based, ordering, matching and fill-in-the-blank assessments; grading rubrics and explanations; flashcards, bookmarks, retry questions and revision planning; course bundles, coupons, referrals, wallet credits and subscriptions; and staff tools for content creation, approval, pricing, reports, notifications and partner operations. Access remains limited to the features actually included in the purchased or provided plan.

7 Live classes, recordings and participant privacy

Live classes may be organised by Mathein or an academic Partner—including St Paul's Academy where it is involved in the relevant course—and may use Zoom or a comparable service. The class notice or product information should identify the organiser and explain how to obtain class-specific support.

Depending on the service's settings and how you participate, your display name, profile image, camera video, voice, chat, questions and shared material may be visible or audible to instructors and other class participants. Turning off a camera does not necessarily remove a name, voice or chat contribution.

A class may be recorded for course delivery, revision or access by authorised students unable to attend live. A recording uploaded to an App may contain identifiable student participation. Playback is restricted to the authorised course or class audience disclosed in advance, together with authorised teaching and support personnel. Access for a future cohort, public distribution or advertising or promotional use is not authorised by this general recording provision; it requires separate assessment, notice and any consent required by law.

Before a class, the organiser will provide information about whether recording is planned, its purposes, the intended playback audience and availability period, and the participation choices available for that class. The organiser will explain available ways to participate without identifiable inclusion in a recording. Depending on what can actually be offered, these may include microphone or camera controls, an agreed display name, private questions or editing. No particular technical option is guaranteed by these Terms. If a suitable option cannot be offered, that should be made clear before the class.

Where law requires separate consent before recording or disclosing identifiable participation, the responsible party must obtain it through an appropriate process, including parent or guardian consent where required. Accepting these Terms or attending a class does not replace legally required recording consent. The applicable privacy notice and class notice explain retention, privacy requests and withdrawal rights where consent is relied upon. Privacy questions may be sent to privacy@matheinlearning.com.

Participants must respect the class and recording rules in "Acceptable use and participant conduct". Those rules do not remove applicable legal rights or approved accessibility arrangements.

8 Educational information and outcomes

The Platform supports learning, practice and revision. Unless expressly and accurately identified otherwise for a particular product, it is not the official source of examination, professional-registration or institutional requirements. Check important dates, syllabuses, eligibility criteria and decisions with the relevant examination body, institution or regulator.

Learning materials and teaching can contain errors or become outdated. Use of the Platform does not guarantee an examination result, qualification, admission, licence, employment or other professional outcome. This section does not excuse a failure by Mathein or a responsible provider to supply what was promised or to meet applicable legal duties.

The absence of a guaranteed outcome also applies to visa or immigration results and professional registration. It does not remove a provider's responsibility for its own promises or applicable duties.

9 AI Services

AI Services may help review submissions, generate practice material or provide learning feedback. Outputs may be inaccurate, incomplete, inconsistent or unsuitable for a particular situation. Verify important information independently, and do not use AI output as the sole basis for a significant academic, professional, medical, legal or financial decision.

An AI score or suggestion is not necessarily an official grade or an assessment by a human teacher. We do not promise human review, accreditation or particular AI-provider safeguards unless they are expressly confirmed for the relevant product. This section does not limit responsibility for Mathein's own breach, negligence, misrepresentation or statutory obligations.

AI feedback is provided for educational assistance, practice and revision, not as legal, medical, financial, professional or immigration advice. Teachers, institutions and examiners may assess a submission differently from an AI-generated score or explanation.

10 Prices, purchases and subscriptions

Where a product is sold, the relevant product information or checkout will identify the seller and disclose the price, applicable currency, material charges, and whether applicable VAT, GST, sales tax or similar taxes are included or added. It will also disclose the access duration and material purchase conditions before payment.

Products may be offered as one-off purchases or, only where expressly offered, recurring subscriptions. Before a subscription purchase, the checkout must disclose the renewal arrangement, billing amount and frequency, cancellation method, access consequences and relevant charges. Prices will not be changed retrospectively for a completed purchase. Any proposed change affecting a future subscription period is subject to the disclosed terms, appropriate notice and applicable rights.

Payment processing or an App-store purchase may involve another provider and its purchase controls. The identity of the seller and the route for assistance or refund requests should be clear at checkout. You must be authorised to use your chosen payment method. A failed or suspected fraudulent payment may justify a proportionate access restriction, subject to “Suspension, termination and account closure”.

Where used, payment providers may include Stripe, Google Play Billing, Apple in-app purchases, banks, card networks, wallets and other approved providers. Their payment, security, verification, fraud-prevention, refund and purchase controls may apply. A failed, reversed, suspected fraudulent or unverified payment may justify proportionate delay or restriction while the issue is addressed, subject to the disclosed purchase terms, applicable rights and the suspension and review provisions below.

11 Cancellation, refunds and consumer rights

Subscription cancellation, a refund request and account deletion are different actions. Where subscriptions are offered, the disclosed cancellation process governs how to stop future renewals, subject to applicable law. Cancelling a subscription does not automatically decide whether a payment for an existing period is refundable. Deleting an account does not by itself cancel a separately administered subscription.

Statutory remedies for a defective, misdescribed or undelivered product or service remain available. Applicable law may also give a cooling-off or other cancellation right. The existence, duration and consequences of those rights can differ for digital content and for services such as live teaching, and by location and purchase method. Simply receiving access, viewing content, attending a class or using an AI feature does not, by itself, establish that every refund or cancellation right has been lost.

If local law requires an express request or consent to begin supply early, or an acknowledgement about a resulting change to cancellation rights, the seller must obtain it through an appropriate process. General acceptance of these Terms is not a substitute.

Any discretionary refund policy offered for a product must be disclosed separately. To ask about a purchase or exercise a right, contact the seller or refund contact identified at checkout; Mathein’s support address can help route questions about a Mathein-powered product. An App store may administer its own purchase and refund process, but its rules do not override mandatory consumer rights.

Without limiting any statutory remedy, refund review may consider duplicate or mistaken purchases, technical inaccessibility that could not be resolved within a reasonable time, a defective or misdescribed service, the use actually made of content or evaluations, and relevant store or local-law requirements. These considerations do not themselves remove a cancellation or refund right. For Mathein-sold products, requests may be sent to support@matheinlearning.com; store-administered purchases may need to use the relevant store process.

12 Promotions and access offers

Where coupons, institutional access codes, bundles, referrals or promotions are offered, their eligibility, duration, restrictions and material conditions should be disclosed with the offer. An offer may be declined or withdrawn in response to fraud, misuse or failure to meet disclosed conditions, without removing an existing statutory right or an already-agreed paid benefit without a proper basis.

Disclosed offer conditions may include country and course restrictions, eligibility, expiry, single-use or multi-use limits and anti-abuse controls. We may refuse or reverse an offer obtained fraudulently, applied to an ineligible product or used in breach of those conditions, subject to mandatory rights and appropriate treatment of an already-agreed paid benefit.

13 User Content

You retain ownership of your User Content. You give Mathein and the providers and Partners involved in delivering the requested service a non-exclusive permission, limited to what is reasonably needed to host, store, transmit, assess, process and display that User Content to authorised recipients, provide feedback and support, and administer the service. This permission lasts only as needed for those purposes, subject to applicable retention obligations and the privacy notices.

This general permission does not authorise publication of identifiable Learner material to a wider audience, advertising or promotional use, or training of general-purpose AI models. Class recordings and participation are governed additionally by “Live classes, recordings and participant privacy” and the relevant class and privacy notices.

You must not knowingly submit material that is unlawful, infringes another person’s rights, contains malicious code, or improperly discloses another person’s information. Do not use submissions to harass others, impersonate them, cheat or compromise an assessment. Material may be restricted or removed on proportionate grounds under “Suspension, termination and account closure”.

Permitted service administration includes necessary troubleshooting and Platform improvement only within the stated service purposes, the applicable privacy notices and lawful limits. It does not extend the permission to unrelated publication, advertising or general-purpose AI training. User Content must not contain malware, unlawful personal information, defamatory material, harassment, hate speech or sexual content involving minors. Sensitive information about another person must not be intentionally included without a lawful basis or permission.

14 Intellectual property and permitted use

The Platform’s software and Content are owned by Mathein, a Partner or their respective licensors, as applicable. A product name or Partner brand does not, by itself, establish who owns all associated materials.

During your authorised access, you may use Content for the personal learning or expressly permitted institutional or teaching purpose described for the product. Unless authorised or allowed by law, you must not redistribute, sell, publish or commercially exploit Content, extract substantial question banks, or interfere with Platform security. This does not restrict applicable exceptions, accessibility rights or uses expressly approved by the rights holder.

Protected materials may include code, user interfaces, workflows, templates, designs, analytics tools, AI workflows, databases, documentation, questions, explanations, media, rubrics and other course material. Product names and logos may belong to Mathein, a partner or a licensor according to the relevant arrangement. Unless authorised or allowed by law, you must not copy, scrape, reproduce, adapt, translate, modify, reverse-engineer, create derivative works from, resell or otherwise commercially exploit the Platform or its Content. Statutory exceptions and expressly authorised uses remain available.

15 Acceptable use and participant conduct

Do not harass, threaten or discriminate against other participants; misuse their personal information; disrupt classes or assessments; manipulate results; share another person's account or protected answer keys without authority; probe or overload systems; introduce malicious code; or access accounts, courses or data without permission.

Unless authorised or permitted by applicable law, do not record or screenshot a class or playback, copy or publish participant contributions, redistribute a recording, or share meeting or playback links with unauthorised people. Approved accessibility arrangements and applicable legal rights are preserved. Technical restrictions cannot be assumed to prevent every act of copying; participants remain responsible for their conduct.

Without authorisation or another applicable legal entitlement, do not use bots, scrapers, automated tools or data-mining methods; resell access or create unauthorised derivative learning products; misuse coupons, referrals, wallet credits, purchases, payment flows or refunds; or interfere with the Platform, APIs or AI and security systems. You must comply with applicable privacy, child-protection, consumer, export-control and sanctions requirements. These rules preserve lawful exceptions and the approved accessibility arrangements described above.

16 Staff, instructors and Partner users

Users with staff, instructor, administration or Partner access may use those tools only for their authorised work. They must respect applicable confidentiality, privacy, assessment-integrity and access requirements. Separate institutional, employment, professional or business agreements may impose additional obligations on their parties; such agreements do not silently change a Learner's rights.

Where relevant to their authorised role, such users must also follow applicable content-approval procedures, pricing rules, payment-reconciliation requirements, audit requirements and separate confidentiality or data-protection obligations. Unauthorised use may result in proportionate access restriction or suspension and appropriate legal action, subject to the safeguards in these Terms.

17 Privacy and cookies

The Global Privacy Policy, applicable country privacy supplements, any relevant product or Partner notice, and applicable cookie information explain personal-data practices and rights. The Privacy Centre is https://tutin.app/resources/privacy. Class-specific notices address the recording matters identified in "Live classes, recordings and participant privacy", including retention, requests and withdrawal where consent is the basis relied upon. Privacy roles depend on the actual service and arrangements; these Terms do not assign every Partner the same role. Contact privacy@matheinlearning.com with privacy questions.

The applicable cookie information includes the Mathein Cookies and Similar Technologies Policy and any country-specific cookie policy. Privacy notices also explain relevant AI and payment processing and how to exercise privacy rights; permission to use a feature does not waive those rights.

18 Service and marketing communications

We or the responsible provider may send communications needed to administer accounts, purchases, classes, security, support or material service and terms changes, using appropriate channels. Optional marketing is distinct from those service communications and is subject to applicable local notice, consent and unsubscribe requirements. A User's marketing choices do not prevent necessary service messages.

Examples of necessary service communications include account verification, password resets, payment confirmations, course access, security alerts, parent or guardian consent notices, exam or course reminders, access-expiry reminders, policy updates and support messages, where relevant to the service requested. Optional marketing remains subject to the distinct requirements and unsubscribe controls above.

19 Availability, service changes and withdrawal

Maintenance, security incidents, technical failures and third-party outages may affect availability. Mathein will address matters within its responsibility consistently with the service promised and applicable law; use of a Partner or technology provider is not a blanket exclusion of those obligations.

We may make reasonable changes for security, legal compliance, compatibility, accessibility, correcting errors or improving a service. If a proposed change materially reduces a purchased benefit, or a paid course or service must be withdrawn, the responsible party will give appropriate notice and explanation where practicable and provide any remedy required by the agreement or applicable law. Urgent action may be taken without advance notice where necessary to address security, illegality or serious misuse.

This section does not permit unlimited reduction of paid access or retrospective price changes. Where a change requires affirmative acceptance or gives a cancellation right, the appropriate process will be used.

We aim to provide reliable access but do not promise uninterrupted, error-free or permanent availability, compatibility with every device, or that all learning or AI outputs will be free of defects. Device incompatibility, internet issues, scheduled maintenance and provider outages may affect use. These qualifications do not reduce an expressly promised feature, a required standard of care or any non-excludable remedy. Changes to supported countries, features, plans, AI models or providers remain subject to the paid-access protections and change process in these Terms.

20 Third-party tools and App stores

A product may use external class, payment, hosting or App-store services. Their terms may apply to a User's direct dealings with them, and their functions may differ by product. Mathein remains responsible for its own promises and applicable duties. Neither a Partner's branding nor another provider's involvement removes rights a User has against the party responsible for supplying a product or service.

Examples, where used, include Firebase/Google Cloud, Stripe, Google Play, Apple, OpenAI or another AI provider, email and analytics providers, video-class tools, institutional systems and support providers. For a store-managed download or purchase, the relevant store's download, device, billing, subscription and refund process may apply to that aspect of the transaction, subject to mandatory rights. This does not relieve Mathein or the responsible seller of its own duties.

21 Suspension, termination and account closure

A User may request account closure through available account controls or the relevant support contact. Closure, subscription cancellation and data-deletion requests have different effects; see "Cancellation, refunds and consumer rights" and "Privacy and cookies". Some information may need to be retained as explained in the applicable privacy notice.

Mathein may restrict, suspend or terminate access on proportionate grounds, including serious or repeated breach, fraud, unlawful activity, risk to other Users, non-payment, or a genuine security or service-integrity concern. Where appropriate, we will explain the action, give reasonable notice or an opportunity to address the concern, and offer a means to request review. Immediate action may be necessary for security, illegality or serious misuse. Applicable law may require additional procedures or remedies.

If access to a paid service ends because it is withdrawn or materially reduced rather than because of the User's serious wrongdoing, the responsible party will address the unused benefit and available remedies under "Availability, service changes and withdrawal" and applicable law. Termination does not remove rights or liabilities that arose before it.

Restriction or termination may also be necessary to comply with applicable law, a court or regulator's order, or a lawful app-store, payment-provider or partner requirement. Such action remains subject to the notice, proportionality, review, paid-access and mandatory-rights protections above; an undisclosed partner contract does not by itself remove a Learner's rights. Required post-closure retention may include legal, accounting, tax, security, fraud-prevention, dispute-resolution or audit records as explained in the applicable privacy notice.

22 Responsibility, liability and non-excludable rights

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited. Nor do these Terms remove applicable remedies for defective digital content or services, a failure to use legally required care and skill, breach of contract or misrepresentation.

For consumers: Mathein remains responsible for loss for which it is legally responsible, including foreseeable loss caused by its breach or failure to meet an applicable duty. A lack of guaranteed examination or professional outcomes is not a defence to Mathein's own wrongdoing. These Master Terms impose no general 12-month-payments cap and no blanket exclusion of categories of consumer loss.

For business Users: Any proposed commercial liability cap, allocation of particular risks or exclusion must be set out in an applicable, separately agreed business contract and reviewed for legal effectiveness. These Master Terms do not establish a general business liability cap. A User is not responsible for a loss caused by Mathein's own breach merely because a third party, AI Service or Partner was involved.

23 Business claims and indemnities

There is no general consumer indemnity in these Terms. Any indemnity sought from an institution or other business customer must be specified in its separate business agreement, tied to identified wrongdoing and proportionate to the loss and responsibility involved. No such indemnity is created merely by a Learner's use of the Platform.

24 Governing law and disputes

Subject to any applicable country supplement and mandatory local protections, these Terms are governed by the law of Northern Ireland. This choice does not deprive a consumer of mandatory protections available where they live or of court rights that applicable law gives them.

Consumers are not required by these Terms to submit every dispute to an exclusive foreign court or mandatory arbitration. For a business dispute, the courts of Northern Ireland have jurisdiction unless an applicable separate business agreement provides otherwise. Users are encouraged to contact the responsible support provider first so that a concern can be investigated, without making that contact a condition of exercising a legal right.

25 Changes to these Terms

We may propose changes to these Terms for a legitimate reason, including a change in law, security requirements or the service offered. Material changes will be explained with appropriate advance notice where practicable. They will not retrospectively remove accrued rights or agreed paid benefits. Where law or the nature of a change requires affirmative acceptance, a fresh agreement or a cancellation opportunity, we will use that process. Continued use alone is not treated as acceptance of every material change.

26 General provisions

If a provision cannot be enforced, the rest of these Terms continues to apply so far as it can operate fairly and lawfully. A delay in exercising a right does not, by itself, waive it. The order of applicable documents is set out in "About these Terms"; a separate business agreement binds only its parties and does not silently amend a Learner's agreement.

27 Contact

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General support: support@matheinlearning.com

Privacy and legal inquiries: privacy@matheinlearning.com

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For a particular course or purchase, the product information or checkout should also identify the relevant course provider, seller, class organiser and support or refund contact, as described in “Mathein and academic-Partner responsibilities”.