Terms of Use: *Read Write Inc.* Online Training

Ruth Miskin Literacy Ltd (also known as Ruth Miskin Training) is a company registered in England and Wales under company number 05660104, with its registered office at 7 Sandys Row, London, E1 7HW and with VAT number 875675565 ("Ruth Miskin Training"). Ruth Miskin Training provides annual subscriptions to Training Packages. Part of these Packages is access for supported schools to *Read Write Inc.* training films and supplementary materials ("Online Training") delivered over the Internet to computers and other devices ("Online Training Service").

These Terms of Use govern your use of the Online Training Service.

1. Interpretation

1. In these Terms of Use, when we refer to "**we**", "**us**" or "**our**", we mean Ruth Miskin Training; and when we refer to "**you**" or "**your**" we mean you the person ordering and/or receiving the Online Training Service. If you are acting on behalf of your employer or another business, you represent and warrant that:
    1. you have full legal authority to bind your employer or that business; and
    2. you agree to these Terms of Use on behalf of the business that you represent.
2. If you are accessing the Online Training Service because your employer has purchased a subscription, please note that clauses 2, 3.2 and 3.3 will not apply to you.
3. Please note that the Online Training Service is not intended for domestic use. You should only order and/or access the Online Training Service if you are acting for purposes relating to your trade, business, craft or profession. By ordering and/or accessing the Online Training Service and accepting these Terms, you represent and warrant to us that you are not a consumer and are acting for purposes relating to your trade, business, craft or profession.
4. Please note that our website uses cookies, the use of which is governed by our Cookies Policy, available **here**. In addition, we only use your personal information in accordance with our Privacy Policy, available **here**.

2. Subscription and Billing

1. Subscription Period. Your subscription will run for one calendar year unless otherwise stated. To use the Online Training Service, you must have Internet access.
2. Billing. The fee for the Online Training Service will be invoiced when your training and support package is confirmed. Non-payment of invoices will result in access being suspended.
3. Cancellation. Payments are non-refundable and we do not provide refunds or credits for mid-year cancellation or unwatched content.
4. Changes to Price and Packages. We review our prices regularly. Any price or Package change will apply only on renewal of Training Package. We reserve the right to introduce optional content and services that are subject to an additional charge. We are aware of the financial pressures schools are under and keep our prices as low as possible.

3. Account Access

1. The Online Training Service and any content viewed through the Online Training Service ("Content") are for your non-commercial use only and **may not be shared with individuals beyond your school or other schools and third-party organisations including any affiliates**. During your Online Training Service Training Package, we grant you a limited, non-exclusive, non-transferable, revocable licence to view the content, provided that you comply with these Terms of Use and any documents referred to in them. We reserve all other rights. You are not granted any

right to use, and may not use, any of our intellectual property rights other than as set out in these Terms of Use.

2. You will ensure that only current members of staff employed by your school have access to the Online Training at any time and that user accounts and login information are not created for or shared with any other party.

3. You are responsible for updating and maintaining the accuracy of your account, including details of the staff to whom you provide access to the Online Training Service, via the Ruth Miskin School Portal. We can place your account on hold in order to protect you or Ruth Miskin Training from fraudulent activity.

4. All Content is the intellectual property of Ruth Miskin Training. No part of our website or the Content may be reproduced by any process without written permission from Ruth Miskin Training. The trademarks and logos displayed on our website are the property of Ruth Miskin Training and cannot be used without our prior written consent.

4. Security and Liability

1. By logging on, you will be assuming all risks associated with use of the site, including risk of your computer, software or data being damaged by any virus which might be transmitted or activated via the Online Training site or your access to it.

2. Subject to clause 6.1, in no event shall Ruth Miskin Training be liable for any indirect, incidental special or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by you or any third party, arising from your access to, or use of, the site or any content provided on or through the site.

5. Service

1. You agree not to archive, reproduce, distribute, modify, display, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms of Use) any content and information contained on or obtained from or through the Online Training Service, including the Content. You also agree not to: (i) circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in the Online Training Service; (ii) use any robot, spider, scraper, or other automated means to access the Online Training Service; (iii) except as permitted by applicable law, decompile, reverse engineer or disassemble any software or other products or processes accessible through the Online Training Service; (iv) insert any code or product or manipulate the content of the Online Training service in any way; or (v) use any data mining, data gathering, or extraction method. In addition, you agree not to upload, post, email or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Online Training Service, including any software viruses or any other computer code, files, or programs. We reserve the right to terminate or restrict your use of the Online training Service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the Online Training Service.

2. The Online Training Service, including the Content, is regularly updated. In addition, we continually test various aspects of the Online Training Service, including our user interfaces.

3. The quality of the display of the Content may be affected by the speed of your Internet connection or device you are using.

4. Online Training software is developed by, or for, Ruth Miskin Training and is designed to enable viewing of the Content through devices. This software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the Online Training Service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the Online Training software.

5. To optimise the functionality and benefits of our portal, schools and education al institutions must ensure that their network configurations allow unrestricted

access to Vimeo, a video hosting and streaming platform. While schools are not required to create Vimeo accounts, they must enable their network settings to permit students and educators to visit Vimeo seamlessly.
Schools are responsible for ensuring that their network configurations, firewalls, and content filters do not impede access to Vimeo services and the Ruth Miskin School Portal. Any technical or access-related issues pertaining to this should be addressed promptly to prevent interruptions in the learning experience.

6. Limitation of liability

1. Nothing in this Agreement shall limit or exclude our liability for:
    1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
    2. fraud or fraudulent misrepresentation; or
    3. any other liability which cannot be limited or excluded by applicable law.
2. Subject to clause 6.1, our total aggregate liability to the you in respect of any loss or damage suffered and arising out of or in connection with these Terms of Use, whether in contract, tort (including negligence) or otherwise shall be limited to the total amount of the Training Package fees received by us from you in the twelve (12) month period preceding the month in which the relevant event giving rise to the claim arose.

7. Miscellaneous

1. Changes to Terms of Use. Ruth Miskin Training may, from time to time, change these Terms of Use, provided that we will not make a change which has the effect of:
    1. rendering the performance of our obligations under these Terms of Use substantially different; or
    2. allowing us to render no performance of our obligations under these Terms of Use at all.

If we make changes to the Terms of Use, you will be required to accept those changes in order to continue accessing the Online Training Service.

2. Customer Support. If you need assistance with your account, please email support@ruthmiskin.com. In certain instances, Technical Support may best be able to assist you by using a remote access support tool on which we have full access to your computer. If you do not want us to have this access, you should not consent to Support using the remote access tool, and we will attempt to assist you through other means.
3. Electronic Communications. We will communicate with you via emails to your provided email address. This includes:
    1. information relating to your account (e.g. invoices, renewal information, notices)
    2. information related to your current or previous Training Package (e.g. news, new content, related products). You can unsubscribe at any time from receiving this information. Please see our Privacy Policy.
4. Entire Agreement. These Terms of Use constitute the entire agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of these Terms of Use. Each party acknowledges that it has not relied upon any warranty, representation, statement or understanding other than those expressly set out in these Terms of Use. Nothing in this clause 7.4 shall limit or exclude any liability for fraudulent misrepresentation.
5. Invalidity. Each of the clauses of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
6. Waiver. If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that

you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

7. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales. The Online Training Service is not intended for domestic use. However, if you are acting for purposes that are wholly or mainly outside your trade, business, craft or profession when accessing the Online Training Service, nothing in these Terms of Use will limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

8. Jurisdiction. You and we agree that any dispute (contractual or non-contractual) arising out of or in connection with these Terms of Use including any question regarding their existence, validity or termination shall be submitted to the exclusive jurisdiction of the English courts.

9. Data Processing. By agreeing to these terms, you are also agreeing to be bound by our Data Processing Agreement, which can be found here.

Last Updated: 28th August 2026