



Terms of Service

imbu.world – Platform and Website

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Please read these Terms of Service ('Terms') carefully before using the Imbu website and platform at imbu.world ('Platform'). By accessing or using the Platform in any way, you agree to be bound by these Terms. If you do not agree, you must not use the Platform.

1. WHO WE ARE AND HOW TO CONTACT US

Imbu is the trading name of IMBU WORLD LIMITED, a company registered in England and Wales. Contact us at info@imbu.world or legal@imbu.world.

2. WHO THESE TERMS APPLY TO

These Terms apply to all users of the Platform, including:

- **Institutional users** — teachers, administrators, and students accessing the Platform through a school or university that holds a subscription agreement with us ('Institution Users');
- **Individual users** — individuals who register directly on the Platform, including parents, independent learners, and professionals ('Individual Users');
- **Free tier users** — individuals accessing the Platform under a free or trial account ('Free Users');
- **Website visitors** — anyone who visits imbu.world without registering.

Where a school or institution has a separate subscription agreement with us, that agreement takes precedence over these Terms to the extent of any conflict. These Terms govern everything not covered by that agreement. Clause 6 (Acceptable Use) of these Terms is our Acceptable Use Policy, and any reference to our Acceptable Use Policy in a subscription agreement is a reference to that clause.

3. AGE REQUIREMENTS AND PARENTAL CONSENT

3.1 The Platform is intended for users aged 16 and over. By registering, you confirm you are at least 16 years old.

3.2 Access for students under 16 is available only through the institutional Under-16 Extension pathway, which requires your school, as Data Controller, to warrant its own lawful basis for under-16 processing before any account can be activated. If you have questions about the Under-16 Extension, please contact legal@imbu.world.

3.3 The Platform does not accept direct registrations from individuals under the age of 16. We ask for your date of birth at registration and will not create an account where the date given indicates you are under 16. If we become aware that an account has been created by an individual under 16 outside the institutional extension pathway described in our Privacy Policy, we will deactivate that account and delete all associated data without delay. If you believe this has occurred, please contact privacy@imbu.world immediately.

3.4 Under the Under-16 Extension, the school is responsible for its own legal basis for processing under-16 student data. Parents and guardians may contact privacy@imbu.world at any time to request access to, correction of, or deletion of their child's data.

4. ACCOUNT REGISTRATION

4.1 To access most features of the Platform you must register for an account. You agree to provide accurate, current, and complete information and to keep it updated.

4.2 You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You must notify us immediately at support@imbu.world of any suspected unauthorised use.

4.3 We reserve the right to suspend or terminate accounts that we reasonably believe have been compromised, are being used fraudulently, or are in breach of these Terms.

5. FREE TIER AND PAID SUBSCRIPTIONS

5.1 We offer both free and paid tiers of the Platform. The features available on each tier are described on our website and may change from time to time on reasonable notice.

5.2 Free tier accounts are subject to usage limits and may have access to a reduced feature set. We reserve the right to modify or discontinue the free tier at any time with reasonable notice.

5.3 Free tier accounts must not be used for commercial purposes, resale, or to provide services to third parties. Fair use applies — we reserve the right to restrict or terminate accounts that we reasonably consider to be abusing the free tier.

5.4 Paid subscriptions are subject to the pricing and payment terms published on our website at the time of purchase, or as set out in a separate institutional agreement. All prices are inclusive of VAT where applicable unless stated otherwise.

5.5 Individual paid subscribers may cancel their subscription at any time. Unless you are cancelling under clause 5.6, cancellation takes effect at the end of the current billing period and we do not

refund part-billing periods. This does not affect your statutory rights, including your right to a refund where the Platform is not supplied with reasonable care and skill or is not of satisfactory quality.

5.6 If you are a consumer in the UK, you have 14 days from the date of purchase to cancel your subscription and receive a refund, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you ask us to start providing the Platform during that 14-day period, you keep your right to cancel, but we may charge you a proportionate amount for the service you have received up to the point you tell us you are cancelling. You lose the right to cancel only if the service has been fully performed within the 14-day period, and then only where you asked us to begin and acknowledged that you would lose the right once performance was complete. To cancel, email legal@imbu.world. We will refund you within 14 days of receiving your cancellation.

6. ACCEPTABLE USE

You agree not to use the Platform to:

- *Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable;*
- *Impersonate any person or entity or misrepresent your affiliation with any person or entity;*
- *Attempt to gain unauthorised access to any part of the Platform or to another user's account;*
- *Reverse engineer, decompile, or attempt to extract the source code of the Platform;*
- *Use automated tools, bots, or scrapers to access or collect data from the Platform without our written consent;*
- *Use the Platform in any way that could damage, disable, overburden, or impair our infrastructure;*
- *Use the Platform for any commercial purpose without our prior written consent (this does not apply to institutional subscribers using the Platform for their educational operations);*
- *Upload or distribute viruses, malware, or any other harmful code;*
- *Violate any applicable local, national, or international law or regulation.*

We reserve the right to suspend or terminate access without notice for serious or repeated breaches of this clause.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights in the Platform, including its content, design, software, and underlying technology, are owned by or licensed to IMBU WORLD LIMITED (trading as Imbu). Nothing in these Terms transfers any ownership of the Platform to you.

7.2 We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for your own personal or institutional educational purposes, in accordance with these Terms.

7.3 You retain ownership of any content you upload or create on the Platform ('User Content'). By uploading User Content, you grant us a non-exclusive, worldwide, royalty-free licence to store, display and process that content solely to provide the Platform to you. We will not use your User Content for any other commercial purpose, and we will not use it to train, fine-tune or improve any artificial intelligence model. This licence ends when the relevant User Content is deleted or your account is closed, except that we may retain copies for the periods and purposes set out in our Privacy Policy.

7.4 You must not reproduce, distribute, or create derivative works from any part of the Platform without our prior written consent.

8. PLATFORM ANALYTICS AND AI FEATURES

8.1 The Platform includes built-in analytics features that track your usage and engagement. This data is used to provide you with insights and to improve the Platform. Optional analytics are switched off by default for all users under 18 and are enabled only with consent, or, where a school has provisioned your account, only where your school permits it. Full details of how we use this data, and of the age-tiered defaults, are set out in our Privacy Policy.

8.2 Where the Platform includes AI-generated content or recommendations, these are provided for informational and educational purposes only. We do not guarantee the accuracy, completeness, or suitability of AI-generated content and you should apply your own judgement before acting on it.

8.3 We will never use your personal data or User Content to train, fine-tune or improve any artificial intelligence model, whether our own or a third party's, without your explicit consent.

9. DISCLAIMER OF WARRANTIES

9.1 If you are a business user, the Platform is provided 'as is' and 'as available'. While we take reasonable steps to ensure the Platform is available and functions correctly, we do not guarantee uninterrupted or error-free access.

9.2 If you are a business user, we do not warrant that the Platform is suitable for any particular purpose, that content is accurate or up to date, or that any results obtained through the Platform will meet your requirements. All warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.2A If you are a consumer, nothing in this clause 9 affects your statutory rights. Under the Consumer Rights Act 2015 we must provide the Platform with reasonable care and skill, and any digital content we supply must be of satisfactory quality, fit for a purpose you have made known to us, and as described. We take reasonable steps to keep the Platform available and working correctly, but we cannot guarantee uninterrupted access. Where the Platform includes AI-generated content or recommendations, those outputs are educational guidance and you should apply your own judgement before acting on them.

9.3 Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot lawfully be excluded under English law.

10. LIMITATION OF LIABILITY

10.1 Subject to clause 9.3, if you are a business user our total liability to you in connection with the Platform, whether in contract, tort or otherwise, shall not exceed the greater of: (a) the total amount paid by you to us in the 12 months preceding the event giving rise to the claim; or (b) £100.

10.1A If you are a consumer, we do not cap our liability by reference to a fixed sum. We are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen, or if, at the time you entered into these Terms, both we and you knew it might happen. We are not responsible for unforeseeable loss or damage, or for any loss arising from your use of the Platform for the purposes of a business, trade, craft or profession.

10.2 We shall not be liable for any indirect or consequential loss, loss of profits or loss of business opportunity arising from your use of the Platform, even if we have been advised of the possibility of such loss. We do not exclude liability for loss of your User Content where that loss results from our failure to meet the security, backup and retention commitments described in our Privacy Policy.

10.3 These limitations apply to the fullest extent permitted by applicable law. If you are a consumer in the UK, your statutory rights are not affected by these Terms.

11. THIRD-PARTY LINKS AND SERVICES

The Platform may contain links to third-party websites or integrate with third-party services. We are not responsible for the content, privacy practices, or availability of those third-party services. Accessing them is at your own risk and subject to their own terms.

12. CHANGES TO THE PLATFORM AND THESE TERMS

12.1 We may update these Terms from time to time. We will notify registered users of material changes by email or by a notice on the Platform at least 14 days before the changes take effect. Continued use of the Platform after the effective date of the changes constitutes acceptance. If you do not accept a change, you may close your account under clause 13.1 before the change takes effect, and, if you are a paid subscriber, we will refund the unused part of your current billing period.

12.2 We may modify, suspend, or discontinue any feature of the Platform at any time. We will give reasonable notice of material changes affecting paid users.

13. TERMINATION

13.1 You may close your account at any time by contacting support@imbu.world. On closure, your access to the Platform ceases and we will handle your data in accordance with our Privacy Policy.

13.2 We may suspend or terminate your access at any time if you breach these Terms, if required by law, or if we discontinue the Platform, with appropriate notice where practicable.

13.3 On termination, the following survive: clause 5 (in respect of any fees already due), clause 7 (Intellectual Property), clause 8.3 (no AI training), clause 9 (Disclaimer of Warranties), clause 10 (Limitation of Liability), clause 14 (Governing Law) and clause 15 (Complaints and Alternative Dispute Resolution), so that you can still raise a complaint after your account is closed.

13.4 Closing your account is not the same as deleting all of your data. When you close your account your access ends immediately and your User Content is removed from the Platform, but we keep certain records for the periods set out in our Privacy Policy, including account and profile data for 12 months after closure and payment records for 6 years where we are required to keep them for tax purposes. You can ask us to delete your data sooner by writing to privacy@imbu.world, and we will do so unless we are required by law to keep it.

14. GOVERNING LAW

These Terms are governed by the laws of England and Wales. If you are a consumer, you may also have rights under the laws of your country of residence. Any disputes shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

15. COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

15.1 If you have a complaint about the Platform or these Terms, please contact us at legal@imbu.world. We aim to acknowledge complaints within 5 working days and to resolve them within 14 working days.

15.2 If we are unable to resolve your complaint to your satisfaction and you are a consumer, you may refer the matter to an approved alternative dispute resolution provider. We are not obliged to use an ADR scheme and do not commit to doing so as a matter of course, but we will consider ADR on a case-by-case basis. Details of the provider we would use, and a link to it, are available on request from legal@imbu.world.

16. FORCE MAJEURE

16.1 We shall not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay arises from circumstances beyond our reasonable control, including without limitation acts of God, governmental restrictions, third-party infrastructure failures (including cloud hosting, authentication, and AI processing providers), cyberattacks, sustained distributed denial of service attacks, or industrial action.

16.2 In such circumstances we will notify you as soon as reasonably practicable and will use reasonable endeavours to resume normal service. Obligations that are not affected by the circumstances beyond our control will continue to apply.

16.3 If a force majeure event continues for more than 30 days, either party may terminate any paid subscription by written notice, and we will refund any prepaid fees for the period during which the

Platform was unavailable. This 30-day period applies to individual subscriptions under these Terms. Institutional subscriptions are governed by the force majeure provisions of the relevant subscription agreement, which allow a longer period appropriate to an annual contract.