

# Classlist Website Terms & Conditions

Welcome to the Classlist.com website and app (the "Website"). The Website offers a service which allows schools, PTAs and parents to build private, trust-based communities for parents at their school. Members provide and share information (including personal contact information); communicate with other members; create a marketplace for goods and services; help fund-raise, and arrange events for their school community.

The terms "we", "us", "our" and "Classlist" refer to Intrepid Ant Ltd., a UK private Limited Liability Company, and/or our subsidiaries or corporate affiliates. The term "you" refers to any person or entity that visits our Website or contributes content to the Website.

These Website Terms & Conditions must be read in conjunction with Classlist's Privacy Notice which describes our approach to data protection issues.

If you have been signed up by your school or PTA then these T&Cs are being provided by Classlist on the school's or the PTA's behalf (as the case may be).

You may use Classlist's Website provided that you accept all of the following terms, conditions, and notices (collectively, the "Terms"). By accessing or using this Website in any manner, you accept and agree to be bound by these Terms. These Terms are a legal contract between you and Classlist, save that if your access to the Classlist platform has been provided by your school or PTA, then the contract is between you and the school or the PTA (as the case may be). If, during the registration process you are told that your school or the PTA is the "controller" then the contract is between you and the school or PTA (as the case may be) rather than Classlist.

If you do not accept all of these Terms, you may reject them by immediately terminating all access and use of the Website, and any further access or use is unauthorized. Classlist reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms without prior notice, and your continued access or use of this Website signifies your acceptance of the most current version of the Terms. All modifications to these Terms will be posted on this Website and will become effective immediately upon the posting thereof.

## 1. MEMBERSHIP CONDITIONS

Our Website is not available to the general public and membership is either by invitation or by application. All applicants must be associated with a Classlist School or other approved entity and this association will need to be validated and approved. Members may only invite eligible, respected persons within their own real-world community, and not individuals who might bring discredit to or harm the reputation of Classlist and our community.

By having a membership account in Classlist, you acknowledge that you meet the following requirements for membership. As a member, you may not have more than one membership account without permission, nor may you open an alternative account if your membership is suspended or terminated for any reason. You may not sell, trade, or transfer a membership account to another person, nor accept or use an account that was not originally yours. If an account violates these conditions, the account will be terminated immediately. You must be 18 years of age or older to become a member.

We reserve the right to change or adjust membership criteria, including but not limited to membership fees and/or billing methods, and to make changes in the existing membership at any time without prior notice. Classlist reserves the right to refuse registration of any user for any or no reason.

## 2. USE OF THE WEBSITE

By using this Website, you warrant that: (i) any information you provide on this Website is true, accurate, current and complete (including your name and other identity and profile details), (ii) you will safeguard your account and access information and will be held responsible for use by anyone other than you, (iii) you are 18 years of age or older, (iv) you have the legal authority to provide Submissions (defined below in Section 6), (v) you are not accessing the Website from an Unauthorized Country or Person as set forth in Section 10 below, (vi) you will not give or share the personal information of other members with anyone who is not a member of your Classlist community, nor allow non-members to use it, and (vii) your reviews will be based upon your first-hand knowledge and experiences with a particular service provider.

Classlist is intended, designed and only to be used by members who are 18 years of age and older. We retain the right at our sole discretion to deny access to anyone to the Website and to the services we offer, at any time and for any reason, including, but not limited to, violation of these Terms.

## 3. PROHIBITED ACTIVITIES

All content and information provided on or contributed to this Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the internal Classlist infrastructure used to provide such content and information, is proprietary to us. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

1. use the Classlist name or logo for any purpose, event or promotion without our express consent;
2. use this Website or its contents, including members' contact information, for any commercial purpose or to circulate information about your or any other commercial venture;
3. collect, aggregate, display, sell or distribute any names, personal data or communications about other members;
4. provide any Content that is prohibited as set forth in Section 6 below;
5. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
6. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website including, but not limited to technological restrictions or other security measures;
7. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
8. deep-link to any portion of this Website for any purpose without our express written permission;
9. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization;
10. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Classlist in connection with the Website or the services; or

11. disclose any personal data contained in this website to unauthorised persons or otherwise use such personal data in contravention of any applicable laws concerning data protection, privacy and marketing.

## 4. MEMBERSHIP RESPONSIBILITIES AND CODE OF CONDUCT

Classlist is an online community of member families from many cultures and countries. It is a private Website where members have the expectation of privacy and confidentiality. It offers the opportunity to build a friendly, intimate and secure community where members can obtain support, encouragement, and helpful information...All members deserve respect and support regardless of their choices. Classlist expects you to participate in online community with this in mind. In doing so, we ask that you maintain a considerate and respectful atmosphere. Differing opinions are expected and encouraged; however, disagreements must be handled with courtesy and respect for other members. It is not appropriate to use Classlist to make complaints or allegations about the school or any entities or individuals associated with the school. Many other channels exist for this purpose, and content in breach of these guidelines will be removed from the site.

Classlist does not moderate or pre-filter content. All posts and other submissions are subject to moderation by each site's Ambassador on behalf of the School or the PTA (as the case may be). These moderators reserve the right to delete any post or message for whatever reason. Moderators can also request the removal of any individual's registration and membership at any time and for any reason whatsoever.

### **Extra obligations if you are a Classlist Ambassador or a Classlist Representative**

Classlist members are generally parents or guardians of children at Classlist schools, or in some cases school administrators. Some members are given special access rights because they assist with the management and administration of the site. If these responsibilities cover a large proportion of school users, these members are called "Classlist Ambassadors". If responsibilities are limited to one or a small number of classes these members are called "Class Representatives" or "Class Reps". Classlist Ambassadors and Class Reps assist with all aspects of the running of the Classlist platform. This is to help ensure the smooth running of the platform, to ensure that users follow the rules, to deal with complaints and concerns and so on. As such Classlist Ambassadors and Class Reps are given extensive access to the information about parents and others on the platform (such as family members). This includes information such as names, contact details, preferences, as well as information that individuals choose to post or make available through Classlist.

If you are a Classlist Ambassador or a Class Rep and the School or the PTA is the controller (please see above for an explanation of what controller means) then you must comply with the rules set out below. You must:

- pay special attention to using personal data responsibly. In this section 4 of the terms and conditions, personal data means any personal data that has been, or is intended to be, added to the Classlist platform;
- ensure you do not pass personal data about or from any member to any person who is not entitled to access it;
- monitor content and act immediately once inappropriate content is brought to your attention, to ensure users abide by the community guidelines and act responsibly;
- only use your access to administer the Classlist platform on behalf of the school or the PTA (whichever is the controller) and not for any other purpose;
- ensure that you keep personal data secure at all times and do not transfer any personal data out of the Classlist platform;

- process personal data only on the written instructions of the controller (ie, the school or the PTA as the case may be) unless you have a legal obligation to process personal data in a different way. If you are subject to such a legal obligation you must tell the controller immediately unless you are prevented from doing so for legal reasons. For the avoidance of doubt, these terms and conditions count as written instructions for the purpose of this bullet point;
- ensure that you have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data to the standard required by data protection law. As part of this you must take all measures required by article 32 of the General Data Protection Regulation. For more information on what this means in practice, please speak to the controller but these requirements will include, for example, a requirement that the computer you use to access Classlist is secure, that the software on it is up-to-date and that the computer has appropriate firewall and anti-virus;
- keep personal data confidential, ensure that no one else, views, uses, accesses, or downloads, the personal data that you have access to through the Classlist platform, unless the controller has authorised this in writing;
- not transfer any Personal Data outside of the European Economic Area (EEA). Please speak to the controller if you are unsure what this means in practice (for example, if you want to access Classlist when on holiday);
- assist the controller in responding to any request from an individual and help the controller comply with its obligations under the data protection law with respect to security, breach notifications, impact assessments and consultations with ICO or other regulators.
- notify the controller without undue delay on becoming aware of a personal data breach. A personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- at the written direction of the controller, delete or return any personal data and copies thereof to the controller on termination of your access to the Classlist platform (or at any other time as notified to you by the controller) unless you have a legal obligation to keep hold of it. However, in practice we do not consider this clause would be relevant because you are not allowed to remove personal data from the Classlist platform in any event (please see the fifth bullet point above); and
- make available to the controller all information necessary to demonstrate compliance with the obligations laid down in this section 4 of the terms and conditions and allow for audits by or on behalf of the Controller.

**If the controller is the school and you also work with the PTA, then you must ensure that you do not use Classlist for PTA purposes. You must not, for example, share any personal data with the PTA or use what you have learnt as part of your role as a Classlist Ambassador or Class Rep for PTA purposes. You must only use your access for the purposes of administering the Classlist platform on behalf of the school, as described in this section 4.**

Your access to the Classlist platform as a Classlist Ambassador or Class Rep will only last for as long as this is authorised by the controller (ie, the School or the PTA as the case may be). The controller may withdraw such access at any time, and following such withdrawal you must cease all processing of the personal data that you have had access to as a Classlist Ambassador or Class Rep.

## 5. PRIVACY NOTICE

These Terms & Conditions must be read in conjunction with Classlist's Privacy Notice, which also covers our Cookie policy. On matters relating to data protection Classlist's Privacy Notice takes precedence over these Terms & Conditions.

Before registering, you must make sure you have complied with the requirements of paragraph 7.3 of the privacy notice. You must also comply with paragraph 7.4 of the privacy notice.

## 6. COMMENTS, REVIEWS, AND USE OF OTHER INTERACTIVE AREAS

By submitting content to this Website by electronic mail, postings on this Website or otherwise, including any product or service reviews, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant Classlist and its affiliates a nonexclusive, worldwide, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You acknowledge that Classlist may choose to provide attribution of your comments or reviews at our discretion. You further grant Classlist the right to pursue at law any person or entity that violates your or Classlist's rights in the Submissions by a breach of these Terms. You acknowledge and agree that Submissions are non-confidential in nature.

The Website may contain discussions, bulletin boards, review services or other forums in which you or third parties may post reviews of personal experiences or other content, messages, materials or other items on the Website ("Interactive Areas"). If Classlist provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Website any of the following:

1. Any message, data, information, text, music, sound, photos, graphics, code or any other material ("Content") that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
2. Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the United Kingdom, U.S. Securities and Exchange Commission (SEC) or any rules of a securities exchange such as the New York Stock Exchange (NYSE), the American Stock Exchange or the NASDAQ;
3. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
4. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Classlist;
5. Unsolicited promotions, political campaigning, advertising, contests, raffles, or solicitations;
6. Private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
7. Viruses, corrupted data or other harmful, disruptive or destructive files;
8. Content that the member is not legally authorized to provide such as medical information about a third person;
9. Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or

10. Content or links to content that, in the judgment of Classlist, your school or PTA, (a) violates the previous subsections herein, (b) is objectionable, (c) which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Website, or (d) which may expose Classlist or its affiliates or its users to any harm or liability of any type.

11. Classlist takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Classlist liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, Classlist is not liable for any statements, representations or Content provided by its users in any public forum, personal home page or other Interactive Area. Although Classlist has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Classlist reserves the right, and, as between you and Classlist has absolute discretion, to remove, screen or edit without notice any Content posted or stored on the Website at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Website at your sole cost and expense.

12. With respect to any and all Content you provide on the Website, you hereby waive the exercising of all moral rights to the fullest extent, including but not limited to any derivative works of or upgrades or updates thereto. You forever release Classlist, and its licensees, successors and assigns, from any claims that you could otherwise assert against Classlist by virtue of any such moral rights.

13. Any use of the Interactive Areas or other portions of the Website in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Website. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Classlist's systems and customers, or to ensure the integrity and operation of Classlist's business and systems, Classlist may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted Content. In this section alone, Classlist's right to disclose any such information shall take precedence over any terms of Classlist's Privacy Policy, subject to data protection law.

14. Classlist is not a party to, has no involvement in, and makes no representations or warranties as to, and bears no responsibility or liability with respect to any communications, transactions, agreements, interactions, disputes or any relations whatsoever between you and any other user, person, service provider or organization ("your interaction with others"). You must conduct all necessary, prudent or judicious investigation, inquiry, research or due diligence with respect to your interactions with others.

15. Where you use any of the Interactive Areas or other parts of the website for buying, selling, trading or fund-raising activities, you agree to comply with all applicable laws concerning data protection, privacy and marketing.

## 7. LIABILITY DISCLAIMER

The information, software, products, and services published on this Website may include inaccuracies or errors. Classlist does not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the products and services displayed on this Website (including, without limitation, the pricing, photographs, general product descriptions, etc.).

Classlist makes no representations about the suitability of the information, software, products, and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by Classlist. All such information, software, products, and services are provided on an "as is" and "as available" basis without warranty of any kind. You acknowledge that the operation of and access to our Website may be interfered with as a result of technical issues or other factors outside of

our control. Classlist disclaims all warranties and conditions that this Website, its servers or any email sent from Classlist are free of viruses or other harmful components. In addition, Classlist hereby disclaims all warranties and conditions with regard to this information, software, products, and services, including all express or implied warranties, terms and conditions including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

In no event shall Classlist (its officers, directors and affiliates) be liable for any direct, indirect, punitive, incidental, special, or consequential damages (including, but not limited to, loss of money, goodwill or reputation, profits or other intangible losses) arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use of this Website (including, but not limited to, your reliance upon opinions appearing on this web site; any computer viruses, information, software, linked sites, products, and services obtained through this Website; or otherwise arising out of the access to, display of or use of this website) whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Classlist has been advised of the possibility of such damages.

The limitation of liability reflects the allocation of risk between you and Classlist. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of Classlist.

## 8. INDEMNIFICATION

You agree to defend and indemnify Classlist (and its affiliates and subsidiaries, and its or their respective officers, directors, employees and agents) from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

1. your breach of these Terms or the terms or documents referenced herein;
2. your interaction with others;
3. your violation of any law or the rights of a third party; or
4. your use of this Website.

## 9. LINKS TO THIRD-PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than Classlist. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, Trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. In some cases you may be asked by a third party site to link your profile on Classlist to a profile on another third party site. Choosing to do so is purely optional, and the decision to allow this information to be linked can be disabled (with the third party site) at any time.

## 10. SOFTWARE AVAILABLE ON THIS WEBSITE

Unless otherwise specified, the materials on Classlist are presented solely to provide information regarding and to promote Classlist's services, websites, partners and other products available in the

United Kingdom, its territories, possessions and protectorates. The Website is controlled and operated by Classlist from its offices in the United Kingdom. Those who access the Classlist website from outside the United Kingdom are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software from the Website is further subject to United Kingdom export controls. No software from the Website may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Sudan, Syria, or any other country to which the U.K. has embargoed goods, or (b) to anyone on the U.K. or U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Classlist Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list ("Unauthorized Country or Person").

Any software that is made available to download from the Classlist websites ("Software") is the copyrighted work of Classlist, or Classlist Affiliates, or other third party software as identified. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software made available for download on this Website not accompanied by a License Agreement, we hereby grant to you, the user, a limited, personal, non-transferable license to use the Software for viewing and otherwise using this Website in accordance with these Terms and conditions and for no other purpose.

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Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited. The software is warranted, if at all, only according to the terms of the license agreement.

## 11. CURRENCY CONVERTER

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes may not be updated on a daily basis. The information supplied by this application is believed to be accurate, but Classlist, and/or its subsidiaries or affiliates do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.

## 12. COPYRIGHT AND TRADEMARK NOTICES

All contents of this Website are: ©2015 Classlist. All rights reserved. Classlist is not responsible for content on websites operated by parties other than Classlist. Classlist, the logo and all other product or service names or slogans displayed on the Site are registered and/or common law trademarks of Classlist, Intrepid Ant Ltd and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Classlist or the applicable trademark holder. In addition, the look and feel of the Website, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Classlist and may not be copied, imitated or used, in whole or in part, without the prior written permission of Classlist. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other

information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Classlist.

Other logos and product and company names mentioned herein may be the trademarks of their respective owners.

## 13. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights (including trademark rights) have been otherwise violated, please follow the directions for written notice at: DRMA, USA and Intellectual Property Office, U.K.

## 14. GENERAL

These Terms are governed by the laws of the United Kingdom, excluding provisions of the United Nations Convention on Contracts for the International Sale of Goods, and without regard to conflict or choice of law principles of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the state or federal courts located in United Kingdom, UK, and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this Website. You agree that all claims you may have against Classlist arising from or relating to the Website must be heard and resolved in a court of competent subject matter jurisdiction located in the within United Kingdom. Use of this Website is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Classlist as a result of these Terms or use of this Website.

Our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, regardless of any statute or law to the contrary, you must file any claim or cause of action arising from or relating to your access or use of this Website within one (1) year from the date on which such claim or action arose or accrued or be forever barred.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in these Terms shall continue in effect.

These Terms constitute the entire agreement between you and Classlist with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Classlist with respect to this Website. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

You agree that Classlist may provide any notices to you under these Terms through regular mail, electronic mail, or posting the notices on the Website. All notices to Classlist will be provided by [admin@classlist.com](mailto:admin@classlist.com). Such notices will be deemed delivered upon the earlier of certification of receipt or three (3) business days after being sent.

## 15. SERVICE HELP

If you have any questions, we may be reached via email at [admin@classlist.com](mailto:admin@classlist.com). You may alternatively contact us at Website Terms and Conditions c/o Classlist, 77 Kingston Road, Oxford, OX2 6RJ, UK

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