

Terms and Conditions (“Terms”)

Last updated: January 2025

THESE TERMS OF USE ARE APPLICABLE TO ALL USE OF THE HEAR ME NOW WEBSITE AND APP AND ALL SERVICES OFFERED THROUGH IT. BY CONTINUING TO USE THE WEBSITE AND/OR APP YOU ARE INDICATING YOUR ACCEPTANCE OF THEM.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE – THEY CREATE A BINDING LEGAL AGREEMENT BETWEEN US.

The Website

These terms of use (together with the various documents referred to in it – which together are referred to as the “**terms**” throughout this document) set out the terms of use on which you may make use of our website <https://www.hearmenowapp.com>, the Hear Me Now Guide app, and any services provided through them (the “Website”, the “App”). Use of the Website and App includes accessing it, perusing it, or using any of the functionality or services offered via it.

Please read these terms of use carefully before you start to use the Website, App and/or the services provided through it. They represent a binding legal agreement and you will be bound by their terms during your use of either or both parts of the Website and App. We recommend that you print a copy of the terms for future reference.

By using the Website and App, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use the Website or App.

Other applicable terms and policies

These terms of use refer to the following additional terms, which also apply to your use of the Website and App:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website and App, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#), which sets out information about the cookies on the Website.

Information about the owner of the Website and App

The Website is operated by Maldaba Limited (“**we**”, “**us**”, “**our**”). We are registered in England and Wales under company number 05187518 and have our registered office c/o Simia Wall, Devonshire House, 582 Honeypot Lane, Stanmore, HA7 1JS. Our VAT no. is 940 2303 66.

Changes to these terms

While we may post notice of substantive changes to the terms on the Website, please be aware that we reserve the right to revise or amend these terms of use at any time by amending this page.

Please return to this page from time to time in order to check whether any changes have been made to these terms.

Changes and Content

We may update the Website from time to time, and may change the content featured on it at any time.

We do not guarantee that the Website, App, or any content on it, will be free from errors or omissions, nor do we undertake to regularly update the Website or to ensure that content on it is up to date or current.

We do not offer professional advice of any kind via the Website and you should not treat any content featured on it as professional advice of any kind, and should always obtain appropriate specialist advice before taking, or refraining from, any course of action on the basis of the content of the Website.

Where the Website features comment or opinion from individuals please be aware that these are general statements which represent their own personal opinions, they do not represent or contain specific individual guidance and the advice contained therein may not be appropriate for your personal circumstances.

Accessing the Website and App

We do not guarantee that the Website, App, or any content on it, will always be available or that access to it will be uninterrupted. Access to the Website and App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website or App without notice. We will not be liable to you if for any reason the Website or App is unavailable at any time or for any period.

You accept that you are responsible for ensuring that all persons who access the Website via internet connections controlled by you are aware of these terms of use and other applicable terms and conditions, and that they comply with them. You agree that you shall be responsible for the actions of all such individuals and that we are not responsible for preventing such individuals from accessing the Website via your internet connection.

Your account and password

If you create and register an account to use the Website or App and/or if you are provided (by your employer or otherwise) with a user identification code, password or any other piece of information as part of our login or security procedures, you must treat such information as confidential. You must not disclose any of your login or access details to any third party, nor permit them (or the features of the Website that they enable access to) to be used by any third party.

Any account to use the Website and App is personal to its owner and you must not permit or allow any other individual to use your account or to access its contents.

You acknowledge that we have the right to disable any user account, identification code or password, whether chosen by you or allocated by us, at any time and for any reason; including without limitation if in our opinion we consider that you have failed to comply with any of the provisions of these terms of use, or that your use of the Website or App is in any way inappropriate.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@hearmenowapp.com.

Your Data

The way that we collect and use your personal data is set out in our Privacy Policy. However, please be aware that if an entity such as your employer creates an individual user account for you to use the Website and App, that personal data which you submit to the Website or App relating to your career and training may be shared with that entity for the purpose of enabling to manage your account and your use of the Website and App.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights inherent in the Website and App, and in the material published on it. Unless specifically stated otherwise, nothing in these terms or on the Website or App shall give effect to any transfer of such intellectual property rights from us to you.

Your sole right to use the intellectual property inherent in the Website and App is a non-exclusive licence to make use of such content only as is strictly necessary to enable you to access the Website and to peruse its contents.

You may print off one copy, and may download extracts, of any page(s) from the Website or App for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

All content on the Website is provided for information purposes only and you must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or App or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website or App; or
- use of or reliance on any content displayed on the Website or App.
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or App or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Uploading content to the Website and App

Whenever you make use of a feature that allows you to upload content to the Website or App, or to make contact with other users of the Website, you must comply with these terms of use.

You warrant that you will not upload any content which is unlawful, false, misleading, defamatory, libellous, unlawful, pornographic, violent in nature, or which is racist, homophobic, or otherwise promotes hatred, nor will you upload any content or any pattern of content which constitutes harassment, or which might otherwise bring us or our business into disrepute.

You warrant that you will not use the Website or App in any way which is unlawful, fraudulent malicious, or which is designed to harass, intimidate, defame or imitate any other user.

You agree that you will be liable to us and that you shall indemnify us for any breach of the warranties set out above.

If any aspect of the Website enables you to communicate with any other users you warrant that you will use such features responsibly and that you will not engage in any kind of communication that is unlawful, offensive or unprofessional. You acknowledge that all communications which may feature on the Website represent the personal opinions of other users and that they are not necessarily reflective of our views or endorsed in any way by us.

Any content you upload to the Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and all other users of the Website an irrevocable, worldwide, royalty free licence to use, store and copy that content and to distribute and make it available to third parties as we, and other users, see fit.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy, or to any lawful authority that may otherwise compel us to disclose it (such as the police, or parties in possession of a court order).

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website.

We have the right to remove any posting you make on the Website if, in our opinion, we consider that it breaches these terms of use or that its content might bring us or our business into disrepute.

You acknowledge that any views or opinions expressed by users of the Website may not represent our views or values, and accordingly you agree that we shall not be liable for those views or opinions or for any consequences of the expression of those views or opinions.

You are solely responsible for securing and backing up your content.

We are not responsible for any disputes between users of the Website, nor for any arrangements which they may enter into between themselves using it. Such arrangements are private transactions for which we accept no responsibility.

Viruses

We do not guarantee that the Website or App or any aspect of it will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and App. You should use your own virus protection software.

You must not misuse the Website or App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website or App, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Linking to the Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

Third party links and resources in the Website

The Website may contain links to other sites and/or resources provided by third parties, such links are provided for your information only.

We have no control over the contents of third party sites or resources and accept no liability in respect of their contents or the actions of their owners/operators/users.

Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Contact us

To contact us, please email support@hearmenowapp.com.