



Terms of Service

Welcome to Property Inspect! We provide a cloud-based platform designed for the residential and lettings market, to allow you to build unlimited property reports to capture property condition, photos and issues right from your mobile or tablet.

In these terms and conditions (Terms), when we say you or your, we mean both you and, if applicable, any entity you are authorised to represent (such as your employer) and when we say we, us, or our, we mean Radweb LTD, a company registered in England and Wales with company number 6057546, each a Party and together the Parties.

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms or throughout these Terms.

For questions about these Terms, or to get in touch with us, contact us using the details below:

Our contact details:

Radweb LTD, a company established in England and Wales.

Company registration number: 6057546.

Phone number: 033 33 444 506

Geographical address: Building 1000, Lakeside North Harbour, Western Road, Portsmouth, PO6 3EN, UK

Email address: support@propertyinspect.com

These Terms were last updated on 07 February 2024.

a. Engagement and Term

- a. These Terms apply from the earliest of when you sign up for an Account through our Platform or when you sign an Order Form with us, until the date on which your Account is terminated in accordance with these Terms or the terms of an Order Form. We grant you and each Authorised User a right to use our Services for this period of time only (which may be suspended or revoked in accordance with these Terms)
- b. Each Order Form agreed to under these Terms is subject to, and will be governed by, this Agreement and any other conditions agreed to by the Parties in writing. To the extent of any ambiguity or discrepancy between an Order Form and these Terms, the terms of the Order Form will prevail.
- c. Questions about these Terms should be sent to support@propertyinspect.com.
- d. You and each Authorised User must be at least 13 years old to use the Platform, and if you are under the age of 16 your parent or legal guardian needs to accept these Terms on your behalf.
- e. When you sign up to our Services via the Platform or via an Order Form, you will select a minimum term (Commitment Period). Unless otherwise set out in your Order Form, the Commitment Period will automatically renew on each anniversary of the Commitment Period unless you otherwise cancel these Terms and your Account within the Platform, or by contacting us.
- f. Variations to these Terms: We may amend these Terms at any time, by providing written notice to you. The amended Terms will come into effect on the date your commitment period next renews. If you do not agree to the new Terms, then you should cancel your Account in accordance with Clause 18 before your contract Commitment Period renews. By continuing to use our Platform and letting your Commitment Period renew, you agree to our new Terms. If you close your Account, you will no longer be able to access our Services (including our Platform) on and from the date of cancellation.
- g. If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.
- h. If you access or download our mobile application from: (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service; or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

- i. You acknowledge and agree that we cannot be responsible for the content you posted on the Platform and you agree to use the Services at your own risk.

b. Our Services

- a. We provide the following services to you:
 - (a) access to our Platform;
 - (b) access to our mobile apps;
 - (c) if applicable, technical support (Support Services); and
 - (d) if applicable, any services agreed to under an Order Form,
- b. (collectively, our Services).
- c. You may access our Platform via a web browser using a device which is listed as being compatible with our Platform, as set out on our website. You should ensure that any device you use to access the Services is compatible with the Platform and free from viruses.
- d. If you require Support Services, you may request these by getting in touch with us through our Platform. Unless otherwise agreed in an Order Form, Support Services are only provided to paying Account holders and are only guaranteed via email, phone lines are available during office hours but availability cannot be guaranteed.
- e. Unless we agree otherwise, Support Services cannot be used to support any other products or services, and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.
- f. Where we require access to your premises or computer systems in order to provide our Services, you agree to provide us with such access free from risk to the safety of our employees and contractors.
- g. Our Services (including any content on the Platform or otherwise provided or made available by us as part of the Services) do not constitute, and are not a substitute for legal advice, financial advice, due diligence or risk management advice. You should obtain your own independent advice from any relevant professional advisors in relation to your legal and regulatory obligations.
- h. In consideration of your payment of the Fees, we will provide the Platform in accordance with these Terms and all applicable laws, whether ourselves or through our personnel. We warrant to you that the Platform will be provided using reasonable care and skill.
- i. We will not be responsible for any other services unless expressly set out in these Terms, an Order Form (if applicable) or on our Platform.

- j. **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).
- k. **Workstreams:** You acknowledge and agree that we may provide additional services that are covered by separate legal terms and conditions, including in respect of work streams. To receive such additional Services you agree to accept and be bound by those separate legal terms and conditions.
- l. **Third Party Products or Services:** Where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise.

c. Accounts

- a. You must register on the Platform and create an account (Account) to access and use our Platform.
- b. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- c. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- d. If you are an enterprise company, you may be permitted by us to register for an Account using your company’s SEO account, which may be through Google (Single Sign-On Account). If you sign in to your Account using a Single Sign-On Account, you authorise us to access information from your Single Sign-On Account including your name and contact information.
- e. While you have an Account with us, you agree to keep your information up-to-date (and ensure it remains true, accurate and complete).
- f. You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, and any activity from one of your Authorised Users. You agree to immediately notify us of any unauthorised use of your Account.
- g. You must ensure that only one person uses each Authorised User account. Where multiple people are using the one Authorised User account, we may notify you and charge you additional Fees for the additional users as if they were Authorised Users.
- h. We may suspend your access to our Services where we reasonably believe there has been any unauthorised access to or use of our

Services (such as the unauthorised sharing of login details for our Platform). If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.

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d. Authorised Users

- a. If set out in your Account or Order Form (if applicable), you may be permitted to invite a number of users to the Platform, who will be permitted to access and use the Platform under your Account (Authorised Users). We agree to provide you with the number of Authorised Users as set out in your Account or Order Form (as applicable).
- b. The Authorised Users will have permission to access certain features of the Platform and your Account, as detailed in your Account and you may adjust these permission settings in your Account.
- c. You must ensure that each Authorised User complies with these Terms. You are responsible and liable for the acts or omissions of your Authorised Users.

e. Changes to the Services requested by you

- a. If you wish to change the Services (for example, by upgrading or downgrading to a different tier of the Services, or varying the number of Authorised Users associated with your Account), you can do so through the Platform, or by contacting us. If you downgrade the Services, the downgrade will take effect immediately but the new Fees will apply from the next Payment Date. If you upgrade the Services, the new Fees will take effect immediately. Where you pay the Fees on a monthly basis, will be charged on the next Payment Date (including any pro rata increase where the upgrade takes place part way through a payment period) and in all other cases, we will invoice you immediately and you must pay the Fees for the remainder of the Commitment Period on a pro rata basis within 14 days of the date of our invoice, using the payment method set out in the invoice.
- b. Downgrading to a different tier of the Services may cause the loss of content, features, or capacity of your Account. We do not accept any liability for any such loss, and you waive and release us from any Liability in respect of such loss. You are responsible for downloading and backing up any data prior to downgrading.

f. Free Trials

- a. The Services may begin with a (Free trial). The free trial period of the Services will last for the period specified in your Account. We determine free trial eligibility in our sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and suspend your Account at any time in the event that we determine that you are not eligible. Free trials are only available for new Account holders. If you have opted to activate your Account by entering payment details, and you do not cancel during the free trial period, we will charge your chosen payment method for the Services you have chosen and its Fees on the day your free trial ends (which will be the Payment Date). If you cancel your Account prior to the end of the free trial, you will not be charged the Fees.

g. Enterprise Customers and Order Forms

- a. We may reach out to you during the free trial period or at any time during your Commitment Period and discuss offering you an enterprise or bespoke package. Any terms agreed to between the Parties will be agreed to in an Order Form.
- b. Where you do not agree to the terms of the Order Form, we may, in our sole discretion, terminate your Account at the end of the free trial period, or where you have engaged our Services beyond the free trial period, terminate your Account on the next Payment Date (and you will not be charged the Fees for any further months).

h. Minimum Term and Fees

- a. Unless otherwise set out in an Order Form, once you have created an Account and chosen the applicable Services, you agree to pay the fees set out on the Platform (Fees) in advance 14 days after you create an Account (and on each anniversary of the Commitment Period thereafter) (Payment Date), to access the Platform and benefit from the Services. If you have engaged us to provide any Additional Services (which includes where you have used above and beyond any limitations on the Services in your Account (Overages), and any extra Additional Users), we will charge you for such Additional Services, Overages and Additional Users on the next Payment Date. You acknowledge and agree that if we, at any time, identify that your usage of the Services has not been in accordance with this Agreement or any limitations in your Account, including where you have created properties in the Platform and compiled reports in respect of such properties, but then deleted the properties before your relevant Payment Date, we may (at our

discretion) determine such misuse of the Services to constitute Additional Services and we may charge you for such Additional Services on your next Payment Date (or where your Account has expired or been cancelled, by issuing an invoice to you, and such amount will be a debt due and payable on demand).

- b. Unless otherwise set out in the Order Form or where the Services are suspended or terminated in accordance with these Terms, your access to the Services will roll over on each anniversary of the Commitment Period, and you will be charged the Fees on an ongoing basis on each anniversary of the Commitment Period, starting from the Payment Date. Other than as set out in an Order Form and without limiting your rights at law, you can cancel the Services at any time in accordance with the (Cancellation) clause of these Terms (clause 18.1) and the cancellation will take effect from expiry of the Commitment Period for which you have paid the Fees or committed to.
- c. There will be no refunds or credits for partial months or years of use of the Services, upgrade/downgrade refunds, or refunds for months unused with an open Account. In order to treat everyone equally, no exceptions will be made. Without limiting clauses 2 and 18.3, if you have signed up for the Services on an annual or multi year basis, you acknowledge that you may have received more favourable rates than those available on a monthly basis, on the basis that you have committed to a long term contract. If you cancel your Account during the term of your subscription, you will be liable to pay the Fees for the remainder of the Commitment Period.
- d. The payment methods we offer for the Fees are set out on the Platform. We may offer payment through a third-party provider, Stripe. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- e. You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- f. You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us (whether under these Terms or otherwise).
- g. We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- h. To the extent permitted by law, the Fees are non-refundable and non-cancellable once paid.

- i. We may change the Fees on an annual basis. If we change the Fees, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fee to the Services. If the updated Fee is not acceptable to you, you may cancel the Services in accordance with the 'Cancellation' clause.
- j. Taxes: You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

i. Non-payment of the Fees

- a. If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
 - (a) after a period of 8 working days, cease or suspend providing the Services, and recover, as a debt due and immediately payable from you, and our additional costs of doing so (including reasonable legal fees, debt collector fees and mercantile agent fees); and/or
 - (b) charge interest at a rate equal to 4% above the Bank of England's base rate, from time to time, but at 4% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.
- b. You acknowledge and agree that if we have one of your customers contact us, whether during or after the Term, requesting for us to provide a report created by you or an Authorised User through the Platform, we will contact you to ask whether you are comfortable with us sharing the report. If we are unable to contact you or you do not reply within 5 working days of the contact being made (or sooner, if the request is determined by us to be urgent, including where it is in relation to an active dispute or court case), we may release the report to the customer, and you waive and release us from and against any Liability arising from or in connection with us doing so.

j. Platform Licence

- a. While you have an Account, we grant you a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.
- b. You must not:

- (a) modify, adapt or hack the Services or the Platform or modify another website so as to falsely imply that it is associated with the Services or the Platform, us, or any other of our services;
- (b) access or use our Platform in any way that is illegal, improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
- (c) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
- (d) introduce any viruses or other malicious software code into our Platform;
- (e) use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform;
- (f) attempt to access any data or log into any server or account that you are not expressly authorised to access;
- (g) use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
- (h) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
- (i) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

k. General use of the Services

- a. Your use of the Services and the Platform is at your sole risk. The Services and the Platform are provided on an "as is" and "as available" basis.
- b. You understand that we use third party vendors and partners to provide parts of the necessary hardware, networking, storage, and related technology required to run the Services.
- c. We may, but have no obligation to, remove content and Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.
- d. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any of our customers, employees, members, or managers will result in immediate Account termination.

- e. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- f. If your bandwidth usage exceeds 1 GB/month, or significantly exceeds the average bandwidth usage (as determined solely by us) of other Platform customers, we reserve the right to request an increase or upgrade of your Account to meet service standards.
- g. We do not warrant that (i) the Services will meet your specific requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations, and (v) any errors in the Services will be corrected immediately.

I. API

- a. You may access your Account data via an Application Program Interface (API). Any use by you of an API, including use of an API through a third-party product that accesses the Platform, is bound by the terms of these Terms, any terms of the API provider, plus the following specific terms:
 - (j) you expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API;
 - (k) abuse or excessively frequent requests to the Platform via the API may result in the temporary or permanent suspension of your account's access to the API. We, in our sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt via email to warn the account owner prior to suspension; and
 - (l) we reserve the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

m. Availability, Disruption and Downtime

- a. While we strive to always make our Services available to you, we do not make any guarantees that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- b. Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- c. We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Services.

n. Content

- a. All content posted on the Platform by you must comply with copyright laws. Please ensure you have your own adequate policies on use of Your Data.
- b. Your profile and materials uploaded by you remain yours. However, by setting your reports to be shared to people you choose, you agree to allow others to view and share your content, and we cannot be held responsible for others sharing access to this content.
- c. We do not pre-screen content, but we and our Personnel have the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Platform.
- d. The design, report templates and user interface of the Service is copyright © Radweb Ltd. All rights reserved. You may not duplicate, copy, or reuse any portion of the Application, Documentation, Reports, visual design elements or concepts without express written permission from us.

o. Intellectual Property and Data

- a. You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself (including how it looks and functions), any algorithms or machine learning models used on the Platform, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property (Our Intellectual Property) will at all times vest, or remain vested, in us.
- b. We authorise you to use Our Intellectual Property solely for your limited commercial use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party.

Use must be limited to Authorised Users on devices that are controlled or approved by you.

- c. You must not, without our prior written consent:
 - (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

p. Your Warranties

- a. You represent, warrant and agree that:
 - (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
 - (b) there are no legal restrictions preventing you from entering into these Terms;
 - (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
 - (d) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

q. Limitations on and Exclusions to our Liability

- a. Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- b. The restrictions on liability in this clause 17 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.
- c. Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) defective products under the Consumer Protection Act 1987.
- d. To the maximum extent permitted by law, we shall have no Liability for any Third Party Products or Services, or any unavailability of the Platform due to a failure of the Third Party Products or Services.

- e. Subject to clauses 1 (no limitation in respect of deliberate default) and 18.3 (liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:
- (a) you agree to indemnify us for any Liability we incur due to your breach of the Platform Licence clause (clause 10) and the Intellectual Property clause (clause 15) of these Terms;
 - (b) where you are using the Platform as a business, neither Party will be liable for any Consequential Loss;
 - (c) a party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to mitigate its loss; and
 - (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates, and in any event, our aggregate liability for all Liability arising from or in connection with these Terms will not exceed 100% of the Fees.
- f. We have given commitments as to the compliance of the Platform with these Terms and applicable Laws in clause 2.7. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.
- g. This clause will survive the termination or expiry of these Terms.

r. Termination

- a. Cancellation: To request to cancel the Services click on the Settings menu at the top of your web dashboard, where you will find the Billing tab. The Billing page, accessible under the top right account dropdown menu, will provide a link to Manage Payment, where you can cancel your account without the need to contact Support. You acknowledge and agree that failing to pay the Fees does not constitute a cancellation request, neither does any other form or notice (for example, notifying us by text message). To cancel the Services you will need to click on the Settings menu at the top of your web dashboard through your Account.
- b. Subject to clause 17.3, you may not cancel the Services until the expiry of the Commitment Period as set out in your Account. Your cancellation will take effect from the end of the Commitment Period (if applicable) or the relevant billing period.

- c. If you cancel the Services because we have changed the Fees under clause 9 (and you have informed us that you don't agree to the change), then the termination of the Services will be immediate, and we will refund you for any Fees that you have paid upfront but have not been used on a pro-rata basis.
- d. If you are:
 - (a) an enterprise package or bespoke package customer, we require 30 day's written notice from you to cancel your Account and any customisations;
 - (b) a custom cover customer, we require 90 days' written notice from you to cancel your custom cover Account and any other customisations; or
 - (c) a white label customer, we require 90 days' written notice from you to cancel your white label subscription Account and any hosted Services.
- e. Your Account will be deactivated following any cancellation or suspension under these Terms. We may charge a fee should you wish to re-activate your Account. You are responsible for downloading and backing up all of your data prior to cancellation.
- f. We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:
 - (a) you do not pay the Fees as they fall due;
 - (b) you breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
 - (c) you breach these Terms and that breach cannot be remedied; or
 - (d) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).
- g. Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.
- h. Upon expiry or termination of the Services, we will retain Your Data (including copies) as required by law or regulatory requirements (and where we have entered into a data processing agreement with you, in accordance with the data processing agreement). All your data will, however, remain yours and such can be provided to you by means of exported CSV files (and this will be subject to an additional fee if you have cancelled your Account).
- i. Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Fees on a pro-rata basis.

- j. Termination of the Services will not affect any rights or liabilities that a Party has accrued under these Terms.
- k. This clause will survive the termination or expiry of these Terms.

s. Notice Regarding Apple

- a. To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (Apple), and Apple is not responsible for the Platform and any content available on the Platform.
- b. Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- c. If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- d. Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- e. Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- f. You agree to comply with any applicable third-party terms when using our mobile application.
- g. Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- h. You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

t. General

- a. Assignment: Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- b. Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party and you will be responsible for any costs incurred.
- c. Contracts (Rights of Third Parties) Act 1999: Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- d. Disputes: Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (Dispute) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction. If the Dispute is not resolved at that initial meeting:
 - (a) where you are resident or incorporated in England and Wales, refer the matter to mediation, administered by The Centre for Effective Dispute Resolution; or
 - (b) where you are not resident or incorporated in England and Wales, refer the matter to arbitration administered by the London Court of International Arbitration (LCIA), with such arbitration to be conducted in London, before one arbitrator, in English and in accordance with the LCIA Arbitration Rules.
- e. Force Majeure: To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- f. Marketing: You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.
- g. Governing Law: These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Platform may be accessed in the UK and overseas. We make no

representation that the Platform complies with the laws (including intellectual property laws) of any country outside of the UK. If you access the Platform from outside the UK, you do so at your own risk and are responsible for complying with the laws in the place you access the Platform. The United Nations Convention of Contracts for the International Sale of Goods is expressly excluded from these Terms.

- h. Notices: Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- i. Publicity: Unless confirmed otherwise in writing, you agree that we may advertise or publicise the fact you are a customer of ours, for example on our website or in our promotional material, and you grant us a right to display and use your logo and branding solely for that purpose.
- j. Privacy: The Parties each agree to comply with the terms of our Data Processing Agreement (DPA), available [here](#), and that the DPA is incorporated into, and forms part of, these Terms.
- k. Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- l. Third Party Sites: The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (Affiliate Link) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

u. Definitions

- a. Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise
- b. Intellectual Property means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application for registration of, and any improvements, enhancements or modifications of, the foregoing, and any right to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future, including in respect of the foregoing
- c. Order Form means an order form we agree with you that sets out the commercial details of our provision of the Platform to you, and is subject to, and will be governed by, this Agreement and any other conditions agreed to by the Parties in writing
- d. Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgement (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise
- e. UK GDPR means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as incorporated into United Kingdom law as the Data Protection Act 2018 by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.