

Terms and Conditions for Heritage by After Cloud Application

Effective Date: [Date]

Provider: Dylogic Management Services Ltd trading as After Cloud

Registered Company Number: 12014911

Registered Address: Monkswell, Little Baldon, Oxford, OX44 9PU

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the Heritage by After Cloud application ("After Cloud" or "the Platform"), a web based and mobile platform provided by After Cloud. By accessing or using After Cloud, you agree to be bound by these Terms.

2. About After Cloud

Heritage by After Cloud is a digital preservation and storytelling platform designed to help organisations create, preserve, and share their heritage asset stories, building and asset histories, and other cherished memories. The Platform enables users to:

- Create interactive chronological timelines
- Upload and organise images
- Record videos and audio voice clips
- Write or dictate letters and reflections
- Document important dates and milestones
- Capture and preserve asset history moments
- Share with visitors and stakeholders via unique QR codes
- Create a lasting digital legacy for future generations

3. User Eligibility and Access

3.1 After Cloud is available to individuals aged 13 and over. Users under 18 must have parental or guardian consent to use the Platform.

3.2 Access to the Platform requires creation of a user account and acceptance of these Terms.

3.3 Certain features require a paid subscription or contract. Free trial periods may be offered at After Cloud's discretion.

3.4 All users must comply with these Terms and any applicable Acceptable Use Policy.

4. Account Registration and Security

4.1 To use Heritage by After Cloud, you must:

- Provide accurate, current, and complete registration information
- Maintain and promptly update your account information
- Keep your login credentials confidential and secure
- Be responsible for all activities that occur under your account
- Notify After Cloud immediately of any unauthorised access or security breaches

4.2 After Cloud reserves the right to suspend or terminate accounts that provide false information or violate these Terms.

4.3 You may not share your account with others or allow others to access your account.

5. Subscription Plans and Payment

5.1 After Cloud offers various subscription plans with different features and timeline limits.

5.2 Payment for subscriptions will be charged to your account upon purchase confirmation.

5.4 Subscriptions automatically renew unless cancelled at least 15 days before the end of the current subscription or contract period.

5.5 You can manage and cancel your subscription through your account manager.

5.6 Refunds are subject to the refund policies of the App Store, Google Play, or applicable payment platform.

5.7 After Cloud reserves the right to modify subscription pricing with reasonable notice to existing subscribers.

6. User Responsibilities

6.1 Users agree to:

- Use the Platform only for its intended purpose of creating and preserving personal timelines and memories
- Ensure all content uploaded is appropriate and lawful
- Comply with all applicable laws and regulations, including those relating to privacy and data protection
- Respect the intellectual property rights of others
- Not upload content that infringes on third party rights

- Maintain the confidentiality of any login credentials
- Notify After Cloud immediately of any unauthorised access or security breaches
- Not attempt to gain unauthorised access to any part of the Platform or related systems

6.2 Users are solely responsible for:

- All content they upload, create, or share on the Platform
- Obtaining necessary permissions and consents for any content featuring other individuals
- Ensuring content is appropriate for the intended audience
- Backing up important content in addition to Platform storage

7. Acceptable Use

7.1 Users must not use After Cloud to:

- Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable
- Violate any applicable laws or regulations
- Infringe upon the intellectual property rights of others
- Violate the privacy or publicity rights of others
- Transmit any viruses, malware, or other harmful code
- Attempt to interfere with or disrupt the Platform's functionality or servers
- Use automated systems, bots, or software to extract data from the Platform
- Impersonate any person or entity or misrepresent affiliation with any person or entity
- Use the Platform for any commercial purpose without prior written consent from After Cloud
- Collect or harvest personal information about other users
- Engage in any activity that could damage, disable, or impair the Platform

7.2 After Cloud reserves the right to suspend or terminate access to any user who violates these Terms.

7.3 After Cloud may remove or refuse to display any content that violates these Terms or is otherwise objectionable.

8. Content Ownership and Intellectual Property

8.1 All intellectual property rights in After Cloud, including but not limited to software, design, graphics, text, logos, trademarks, and functionality, remain the sole and exclusive property of After Cloud.

8.2 All content uploaded by users to After Cloud (including photographs, videos, audio recordings, written content, and timelines) remains the property of the individuals who created or uploaded such content.

8.3 By uploading content to the Platform, you grant After Cloud a limited, non exclusive, worldwide licence to store, process, display, and transmit such content solely for the purpose of providing the After Cloud service and enabling you to share your timelines as you choose.

8.4 You represent and warrant that you own or have the necessary rights to all content you upload and that such content does not violate any third party rights.

8.5 Users must not copy, reproduce, distribute, modify, reverse engineer, or create derivative works from any part of the Platform without express written permission from After Cloud.

8.6 After Cloud's name, logo, and trademarks may not be used without prior written permission.

9. Content Sharing and Privacy

9.1 After Cloud provides features that allow you to share your timelines with others through:

- Unique QR codes
- Direct sharing links
- Public or private visibility settings

9.2 You control the privacy settings for your timelines and are responsible for managing who can access your content.

9.3 Content marked as public may be viewable by anyone with access to the sharing link or QR code.

9.4 After Cloud is not responsible for how others use or share content you have made accessible to them.

9.5 You should exercise caution when sharing personal or sensitive information on publicly accessible timelines.

10. Data Protection and Privacy

10.1 After Cloud processes personal data in accordance with UK GDPR and the Data Protection Act 2018.

10.2 You act as the Data Controller for any personal data you upload to the Platform. After Cloud acts as Data Processor.



10.3 All uploaded content is stored on secure servers located in the United Kingdom via Amazon Web Services (AWS).

10.4 After Cloud implements appropriate technical and organisational measures to ensure data security, including encryption, access controls, and regular security audits.

10.5 After Cloud staff only access uploaded content for technical maintenance, support purposes, or where required by law.

10.6 Users should refer to our separate Privacy Policy for full details on how personal data is collected, used, and protected.

10.7 You are responsible for ensuring you have appropriate consents and permissions to upload personal data of other individuals to the Platform.

11. Content Monitoring

11.1 After Cloud is not responsible for monitoring the suitability or legality of user generated content.

11.2 After Cloud does not pre screen content but reserves the right to review, monitor, or remove content that violates these Terms or is reported as inappropriate.

11.3 Users should report any inappropriate, harmful, or illegal content to After Cloud immediately.

11.4 After Cloud may investigate reported content and take appropriate action, including content removal and account suspension.

12. Service Availability and Support

12.1 After Cloud will use reasonable endeavours to ensure:

- Platform availability and uptime
- Regular system updates and improvements
- Security patches and maintenance
- Responsive customer support

12.2 Planned maintenance will be scheduled to minimise disruption where possible, with advance notice provided when feasible.

12.3 After Cloud does not guarantee uninterrupted access to the Platform and is not liable for temporary unavailability due to maintenance, updates, or technical issues.

12.4 Support is available through the contact methods specified on the After Cloud website and within the Platform.

13. Limitation of Liability

13.1 To the fullest extent permitted by law, After Cloud's total liability arising out of or in connection with these Terms shall be limited to the total fees paid by you in the 12 months preceding the event giving rise to the claim, or £100, whichever is greater.

13.2 After Cloud shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, loss of data, loss of goodwill, business interruption, or emotional distress.

13.3 Nothing in these Terms shall limit or exclude liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any other liability that cannot be excluded or limited under applicable law

13.4 Users acknowledge that they are responsible for maintaining backup copies of important content.

13.5 After Cloud is not liable for content uploaded by users or for how users or third parties use the Platform.

14. Warranties and Disclaimers

14.1 After Cloud warrants that it has the right to provide access to the Platform and that the Platform will perform substantially in accordance with its descriptions and specifications.

14.2 The Platform is provided "as is" and "as available" without warranties of any kind, either express or implied.

14.3 After Cloud does not warrant that:

- The Platform will be uninterrupted, error free, or completely secure
- Any errors or defects will be corrected
- The Platform will meet your specific requirements
- Content will be permanently stored or available

14.4 You use the Platform at your own risk and are responsible for any damage to your device or loss of data.

15. Third Party Services and Links

15.1 The Platform may contain links to third party websites, services, or content.

15.2 After Cloud is not responsible for and does not endorse third party content, websites, or services.

15.3 Your use of third party services is at your own risk and subject to the terms and conditions of those third parties.

15.4 After Cloud may integrate with third party platforms (such as app stores and payment processors) and is not responsible for their performance or policies.

16. Force Majeure

16.1 Neither party shall be liable for any delay or failure to perform obligations under these Terms due to circumstances beyond their reasonable control, including but not limited to:

- Acts of God
- Government actions, regulations, or restrictions
- War, terrorism, or civil unrest
- Pandemic or epidemic
- Failure of internet or telecommunications networks
- Power failures or utility outages
- Natural disasters
- Cyber attacks or security breaches affecting third party infrastructure

17. Termination

17.1 You may terminate your account at any time by:

- Cancelling your subscription through your device settings
- Deleting your account through the Platform settings
- Contacting After Cloud customer support

17.2 After Cloud reserves the right to suspend or terminate your access immediately and without prior notice if you:

- Breach these Terms
- Engage in prohibited activities
- Provide false or misleading information
- Engage in fraudulent or illegal activities
- Abuse or harass other users or After Cloud staff

17.3 Upon termination:

- Your access to the Platform will cease
- Your subscription will be cancelled (subject to applicable refund policies)
- Your content may be retained for a limited period to allow data export
- After Cloud reserves the right to delete your content after a reasonable period

17.4 You are responsible for exporting any content you wish to retain before terminating your account.

17.5 Provisions of these Terms that by their nature should survive termination shall continue to apply, including intellectual property rights, disclaimers, and limitations of liability.

18. Changes to Terms

18.1 After Cloud reserves the right to modify these Terms at any time.

18.2 Users will be notified of material changes via:

- Email to the registered account address
- Notification within the Platform
- Notice on the After Cloud website

18.3 Continued use of After Cloud following notification of changes constitutes acceptance of the modified Terms.

18.4 If you do not agree to the modified Terms, you should cease using the Platform and may terminate your account.

19. Changes to the Service

19.1 After Cloud reserves the right to:

- Modify, update, or discontinue features of the Platform
- Change subscription plans, pricing, or feature availability
- Introduce new features or services

19.2 After Cloud will provide reasonable notice of material changes that adversely affect your use of the Platform.

19.3 Continued use after such changes constitutes acceptance of the modified service.

20. Confidentiality



20.1 Users agree to maintain the confidentiality of any sensitive information accessed through or shared via the Platform.

20.2 This obligation of confidentiality shall survive termination of your account.

21. Export and Data Portability

21.1 After Cloud provides tools to export your timeline content and data.

21.2 You are responsible for regularly exporting and backing up important content.

21.3 Data export formats are determined by After Cloud and may change over time.

21.4 After Cloud is not responsible for ensuring compatibility of exported data with third party systems.

22. Governing Law and Jurisdiction

22.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

22.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

22.3 If you are a consumer resident in the European Union, you may have additional rights under local consumer protection laws.

23. Dispute Resolution

23.1 If you have a complaint or dispute, please contact After Cloud customer support first to attempt informal resolution.

23.2 After Cloud is committed to resolving disputes fairly and promptly.

23.3 If informal resolution is unsuccessful, disputes shall be resolved through the courts as specified in Section 22.

24. General Provisions

24.1 **Entire Agreement:** These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and After Cloud regarding use of the Platform.



24.2 Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24.3 Waiver: No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision. After Cloud's failure to enforce any right or provision shall not constitute a waiver.

24.4 Assignment: You may not assign or transfer your rights or obligations under these Terms without prior written consent from After Cloud. After Cloud may assign these Terms without restriction.

24.5 No Agency: Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship.

24.6 Notices: Notices to you may be sent to the email address associated with your account. Notices to After Cloud should be sent to the contact information in Section 25.

24.7 Language: These Terms are provided in English. Any translations are for convenience only, and the English version shall prevail in case of conflict.

25. Contact Information

For questions about these Terms or the After Cloud Platform, please contact:

After Cloud

Monkswell, Little Baldon, Oxford, OX44 9PU
United Kingdom

Website: www.aftercloud.co.uk

Email: [Contact Email]

Phone: [Contact Number]



By using After Cloud, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Last Updated: 15th January 2026