



Terms & Conditions Document

inCharge

inCharge App

Terms & Conditions

1. Who we are and how to contact us

The inCharge mobile application software (“**App**”) is operated by inCharge HQ (Ireland) Limited (**We**). We are registered in Ireland under company number 687497 and have our registered office at Ballymacarthur, Greencastle, Donegal, Ireland.

To contact us, please email karen@inchargehq.com

2. By using our App you accept these terms

By using our app, you confirm that you accept these terms of service and that you agree to comply with them. By using our app, you confirm that when you upload any Special Category Data which you upload about yourself or any other user, you have a lawful basis and lawful condition to do so under either UK GDPR or EU GDPR as applicable.

If you do not agree to these terms, you must not download our App.

We recommend that you print a copy of these terms for future reference.

3. There are other terms that may apply to you

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

- Where the App is licensed by a public sector organisation (including local authorities), these Terms apply alongside any framework agreement or call-off contract agreed with that organisation.”
- Our Privacy Policy, which explains how we collect, use and store your personal data.
- Our Cookie Policy, which sets out information about the cookies on our App. Please note, our app uses both cookie storage and local storage.

4. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our App, please check these terms to ensure you understand the terms that

apply at that time. These terms were most recently updated on 2nd April 2025.

5. We may make changes to our App

We may update and change our App from time to time. We will try to give you reasonable notice of any major changes.

6. We may suspend or withdraw our App

We do not guarantee that our App, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our App through your internet connection are aware of these terms of service and other applicable terms of service, and that they comply with them.

7. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

8. Our App is only for users in the United Kingdom and Ireland

Our App is directed to people residing in the United Kingdom and the Republic of Ireland. We do not represent that content available on or through our App is appropriate for use or available in other locations.

9. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.

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

10. How you may use material on our App

We are the owner or the licensee of all intellectual property rights in our App. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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

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 our App must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our App for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our App in breach of these terms of service, your right to use our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

All intellectual property rights in the App throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use them in accordance with these terms.

11. No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our App or any services provided via, or in relation to, our App for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our App or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including where applicable for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, our App, or any data published by, or contained in, or accessible via, our App or any services provided via, or in relation to, our App for the purposes of developing, training, fine-tuning or validating any AI system or model or for any other purposes not explicitly set out in our Acceptable Use Policy or Terms of Service.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

12. Uploading content to our App

Whenever you make use of a feature that allows you to create content directly on our App, upload or share content to our App, or to make contact with other users of our App, you must comply with the standards set out in our Acceptable Use Policy at Clause 21.

You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We will consider any content you upload to our App to be non-commercially confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us and other users of our App a limited licence to use, store and copy that content and to distribute and make it available to others. The rights you license to us are described in Clause 13 below.

We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our App violates their intellectual property rights, their right to privacy or where an allegation is made that such content is in breach of statutory online harm protections (such as, where applicable, the Online Safety Act 2023). .

We have the right to remove any posting you make on our App if, in our opinion, your post does not comply with the acceptable use standards set out in our Acceptable Use Policy at Clause 21.

If you wish to contact us in relation to content you have uploaded to our App and that we have taken down, please contact karen@inchargehq.com.

13. User-generated content is not approved by us

Our App may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our App do not represent our views or values.

14. Do not rely on information on this App

The content on our App is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our App.

Although we make reasonable efforts to update the information on our App, we make no representations, warranties or guarantees, whether express or implied, that the content on our App is accurate, complete or up to date.

15. We are not responsible for websites we link to

Where our App contains links to other Apps and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

16. We are not responsible for viruses

We do not guarantee that our App be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our App. You should use your own virus protection software.

17. You must not introduce viruses

You must not misuse our App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our App or any part of it. You must not attempt to gain unauthorised access to our App, the server on which our App is stored or any server, computer or database connected to our App or any other equipment or network connected with our App.

You must not interfere with, damage or disrupt any software used in the provision of our App or any equipment or network or software owned or used by any third party on which this App relies in any way. You must not attack our App via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

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 our App will cease immediately.

18. Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and Conditions of Supply

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our App or any content on it.

- We will not be liable to you 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, our App; or
 - use of or reliance on any content displayed on our App.
- In particular, we will not be liable for:
 - 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.

If you are a consumer user:

- We only provide our App for domestic and private use. You agree not to use our App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

19. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy. Where you introduce, transfer or upload personal data (whether special category data or otherwise) of any third party within the App you shall ensure that you do so in compliance with UK GDPR and/or EU GDPR as applicable.

20. Where required, inCharge will enter into a Data Processing Agreement with public sector customers in accordance with UK GDPR Article 28.

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by Irish law. We both agree that the courts of Ireland will have exclusive jurisdiction.

If you are a business, these terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Irish law. We both agree to the exclusive jurisdiction of the courts of Ireland.

Nothing in these Terms affects statutory rights available to UK public sector customers.

For UK public sector customers, governing law and jurisdiction shall be as specified in the applicable Call-Off Contract

21. Termination and Data Handling on Exit

Upon termination, customers may request export of their data in a commonly used format. Data will be securely deleted in line with our retention policy and applicable law.

22. Acceptable Use Policy

These acceptable use standards apply to any material you upload or share to our App or generate on our App (**User Content**). They also apply to any contact you make with other users on our App, links to our App, and any other ways you use our App.

You must comply with these standards in spirit as well as to the letter.

inCharge HQ (Ireland) Limited will determine, in its discretion, whether any User Content or your use of our App breaches these acceptable use standards.

You may not use our App:

- In any way that breaches any local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, share, post, use or re-use any material which does not comply with our content standards.
- To transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

User Content:

- Must be accurate (where it states facts).
- Only contain opinions that are genuinely held.
- Must comply with the law applicable in any country from which it is posted and to which the website is targeted.
- User Content must not:
 - Be defamatory of any person.
 - Be obscene, offensive, hateful or inflammatory.
 - Infringe any copyright, database right or trade mark of any other person.
 - Include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
 - Include video content not suitable for BBFC classification.
 - Include material that might impair the physical, mental or moral development of persons under the age of 18.
 - Be likely to deceive any person.

- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Contain illegal content or promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the User Content emanates from inCharge HQ (Ireland) Limited if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Be pornographic.

Illegal Content:

In addition, you must not use our App in any way that involves the following:

- Terrorism.
- Child sexual exploitation or abuse including grooming and child sexual abuse material.
- Hate offences.
- Harassment, stalking, making threats or abuse.
- Controlling or coercive behaviour.
- Intimate image abuse.
- Extreme pornography.
- Sexual exploitation of adults.
- Human trafficking.

- Unlawful immigration.
- Fraud and financial offences.
- Proceeds of crime offences.
- Drugs or psychoactive substance offences.
- Firearms, knives and other weapons offences.
- Encouraging or assisting suicide.
- Foreign interference offences.
- Animal cruelty.

Content very harmful to children

The following must not be uploaded, shared or generated directly on this service:

- Pornographic content.
- Content which encourages, promotes or provides instructions for suicide.
- Content which encourages, promotes or provides instructions for an act of deliberate self-injury.
- Content which encourages, promotes or provides instructions for an eating disorder or behaviours associated with an eating disorder.

Other content harmful to children

You must not upload, post, create on our App or share any of the following:

- Content that is abusive and which targets any of the following characteristics: race, religion, sex, sexual orientation, disability, gender reassignment.
- Content which incites hatred against people:
 - of a particular race (including colour, nationality, and ethnic or national origins, religion (including lack of religion), sex or sexual orientation;
 - who have a physical or mental disability; or who have the characteristic of gender reassignment (meaning the person is proposing to undergo, is undergoing or has undergone a process (or part of a process) for the purpose of reassigning the

person's sex by changing physiological or other attributes of sex).

- Content which encourages, promotes or provides instructions for an act of serious violence against a person.
- Bullying content.
- Content which:
 - depicts real or realistic serious violence against a person (real or not);
 - depicts the real or realistic serious injury of a person (real or not) in graphic detail.
- Content which:
 - depicts real or realistic serious violence against an animal (real or not);
 - depicts the real or realistic serious injury of an animal (real or not) in graphic detail;
 - realistically depicts serious violence against a fictional creature or the serious injury of a fictional creature in graphic detail.
- Content which encourages, promotes or provides instructions for a challenge or stunt highly likely to result in serious injury to the person who does it or to someone else.
- Content which encourages a person to ingest, inject, inhale or in any other way self-administer:
 - a physically harmful substance;
 - a substance in such a quantity as to be physically harmful.

Offences

- You must not upload, post, create on our App, share or cause any uploading, posting, creation or sharing, of any of the following:
- A grossly offensive, indecent, obscene or menacing message intending to cause offence, menace, distress or anxiety.
- A false message knowing it to be false, intending to cause non-trivial psychological or physical harm to a likely audience, and with no reasonable excuse.

- A message threatening death or serious harm while intending or being reckless as to whether the object of the threat would fear that the threat would be carried out.
- Flashing images when it is reasonably foreseeable that an individual with epilepsy will see it and the sender intended that the individual would suffer harm and the sender has no reasonable excuse for sending the images.
- A communication that intends to encourage serious self-harm.
- An unsolicited sexual image, including a manufactured intimate image or "deepfake" intending the recipient to be caused alarm, distress or humiliation, or for the purpose of sexual gratification and being reckless as to whether the recipient will be caused alarm, distress or humiliation.
- A sexually explicit deepfake.

Additional provisions for video content

You must comply with our guidance on use of maturity or sensitivity ratings on video content.

For the avoidance of doubt, for any User Content in the form of video content:

- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
- You must not upload a video containing material likely to incite violence or hatred against a group of persons or a member of a group of persons based on any of the following grounds: sex, race, colour, ethnic or social origin, genetic features, language, religion or other belief, political opinion, membership of a national minority, property, birth, disability, age or sexual orientation.

Advertising

You must not upload, post, create on our App or share content containing any advertising or promoting any services or web links to other sites.

You must not upload a video containing advertising for any of the following:

- Cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
- Alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.

Any advertising included in a video you upload must not:

- Prejudice respect for human dignity.
- Include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation.
- Encourage behaviour prejudicial to health or safety.
- Encourage behaviour grossly prejudicial to the protection of the environment.
- Cause physical, mental or moral detriment to persons under the age of 18.
- Directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity.
- Directly encourage such persons to persuade their parents or others to purchase or rent goods or services.
- Exploit the trust of such persons in parents, teachers or others.
- Unreasonably show such persons in dangerous situations.

You must use the functionality provided on our App to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

Pricing & Payment Structure

- Pricing as per Digital Marketplace listing
- Annual invoicing
- VAT treatment (where applicable)
- Public-sector payment terms (e.g. 30 days)

Service Levels / Support Model

- Support is provided during UK business hours via email. Target response times are outlined in the Service Definition.

- Service levels, support arrangements and availability commitments are set out in the applicable Service Definition or Call-Off Contract.

Business Continuity & Disaster Recovery (BCDR)

inCharge maintains appropriate business continuity and disaster recovery plans, including data backup and service restoration procedures

Freedom of Information (FOI)

Where the customer is a public authority, the supplier will provide reasonable assistance in responding to Freedom of Information requests in accordance with applicable law.

Audit & Compliance Rights

Public-sector customers may audit compliance with data protection obligations on reasonable notice.