

## **App Terms of Use**

### **1. Introduction**

- 1.1. This App is published by, or on behalf of, us.
- 1.2. If you download or otherwise use the App then you are agreeing to be bound by these Terms and by our Privacy Policy.
- 1.3. If you do not accept the Terms or our Privacy Policy you should immediately cease using the App.
- 1.4. The definitions and rules of interpretation set out in Clause 15 apply to these Terms.

### **2. Use of the App**

- 2.1. This App must only be used for its agreed purpose and must not be used for any illegal or unauthorised activity.
- 2.2. You must not attempt to adapt, modify, reverse engineer translate or reformat any part of the App.
- 2.3. You indemnify us in relation to any losses suffered by us caused by your misuse of the App.
- 2.4. You must not attempt to gain access to any networks or servers which are connected to the App.

### **3. Intellectual Property Rights**

- 3.1. The copyright in the Material and any other intellectual property associated with the App, including trademarks, is owned by or licensed to us.
- 3.2. You are able to view or download extracts of the Material for the purposes of use of the App.
- 3.3. You must not vary, copy, edit, publish, reproduce, display, store, distribute, commercially exploit, transmit or disseminate (in any form whatsoever) the Material.

### **4. Suspension or Cessation of Service**

We reserve the right, for whatever reason, to temporarily or permanently withdraw any services we provide to you without being liable to you for any losses arising therefrom.

### **5. Termination**

If the either Party (in the context of this clause referred to as the "Defaulting Party"):

- 5.1. expressly or impliedly repudiates this Agreement by refusing or threatening to refuse to comply with any of the provisions of this Agreement; or
- 5.2. fails to comply with any of the provisions of this Agreement and (in the case of a failure capable of being remedied) does not rectify such non-compliance within 14 working days of being served with written notice of such failure; or

- 5.3. convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or
- 5.4. has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of an administrator; or
- 5.5. being an individual has a bankruptcy order made against him or compounds with his creditors or comes to any arrangements with any creditors;

then (and in any such case) the other party may, without prejudice to any other of its rights or remedies and without being liable to the Defaulting Party for any loss or damage which may be occasioned, give written notice to the Defaulting Party terminating this Agreement with immediate effect.

## **6. Limitation of Liability**

- 6.1. Whilst we have taken many precautionary measures, it is your responsibility to ensure that the App is compatible with your hardware and software.
- 6.2. Our aggregate liability whether in contract, tort, breach of statutory duty or otherwise in respect of all claims relating to the App or its use shall in no event exceed our average yearly income from you in respect of the App.
- 6.3. We shall not be liable to you in respect of any claim howsoever arising under or in connection with this Agreement for loss of profits, goodwill or any type of special indirect or consequential loss, even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the same.
- 6.4. We do not seek to limit our liability for fraud or for death or personal injury caused by our negligence.

## **7. Third Party Rights**

A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any provision of this Agreement.

## **8. Whole Agreement**

- 8.1. This Agreement contains the whole agreement between us in respect of its subject matter and supersedes any prior written or oral agreement between us relating to it and the Parties confirm that they have not entered into this agreement on the basis of any representations that are not expressly incorporated in this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 8.2. These Terms may be updated and changed. New versions will be available via the App and continued use of the App following the issue of a new version will constitute acceptance of the Terms. You should review our posted Terms from time to time.

## **9. Variation**

No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

## **10. Transfer of Rights**

We may assign our rights or transfer our liabilities under this Agreement or novate this Agreement without your consent.

#### **11. Waiver**

The failure by us to exercise any rights or remedies we may have or to enforce at any time or for any period any one or more of the terms of this Agreement shall not be a waiver of them or of the right at any time subsequently to exercise such rights and remedies or to enforce all terms of this Agreement.

#### **12. Force majeure**

We shall have no liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond our reasonable control.

#### **13. Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this agreement.

#### **14. Law and Jurisdiction**

14.1. This Agreement is governed by the laws of England and Wales and is subject to the non-exclusive jurisdiction of the English Courts.

14.2. It is your responsibility to ensure that the use of the App is lawful in the country where it is accessed.

#### **15. Definitions and Interpretation**

15.1. In these Terms the following words have the meaning attributed to them:

Agreement	the agreement between you and us under which the App is provided to you on these Terms and other terms specifically agreed between the Parties.
App	the specialised computer program application produced by us which you wish to use on these Terms.
Material	information, data, text, photographs, graphics, the selection and arrangement thereof, source codes, software compilations and other associated items which form part of the App.
Parties	you and us.
Privacy Policy	our policy covering data protection and associated matters a copy of which is available to download from our website.
Us	Autium Limited - Registered Office: 37 Western Road, Stourbridge, United Kingdom DY8 3XU - Company Number 10096177.

you the person who has engaged with us to use the App.  
15.2. In these terms the following rules of interpretation apply:

- 15.2.1. for any party consisting of more than one person the obligations of that party are joint and several obligations;
- 15.2.2. the headings in these Terms are inserted for convenience only and shall not affect there construction or interpretation;
- 15.2.3. reference to any Clause is to a clause of these Terms;
- 15.2.4. words denoting the singular shall include the plural and vice versa;
- 15.2.5. words denoting any one gender shall include all genders;
- 15.2.6. a reference to a Party shall include that Party's successors or assigns;
- 15.2.7. words denoting persons shall include bodies corporate, unincorporated associations and partnerships; and
- 15.2.8. a reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.