

Terms and Conditions of Use

1. Application

- 1.1 These Terms and Conditions of Use (**Terms**), along with the Privacy & Cookies Policy, constitute an Agreement between you (**you** or **Customer**) and Carter Labs Limited, a company incorporated in England with company number 14227823 having its registered office at 20-22 Wenlock Road, London, N1 7GU (**us, we, Carter**) for the use of the Carter (**Service**). By creating an account with us you agree and accept these Terms and you confirm that you have read, understood and accepted their contents.
- 1.2 You should read these Terms carefully before using the Service. By using the Service or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Service immediately.
- 1.3 The Service is for personal use by consumers only. It should not be used by businesses or non-natural persons.

2. Using the Service

- 2.1 The Service is for your personal and non-commercial use only.
- 2.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Service.
- 2.3 We try to make the Service as accessible as possible. If you have any difficulties using the Service, please contact us.
- 2.4 As a condition of your use of the Service, you agree to comply with these Terms and in particular you agree not to:
 - 2.4.1 misuse or attack our Service by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
 - 2.4.2 attempt to gain unauthorised access to our Service, the server on which our Service is stored or any server, computer or database connected to our Service.
- 2.5 We may prevent or suspend your access to the Service if you do not comply with these Terms or any applicable law.

3. Registration and password security

- 3.1 Use of the Service requires you to register either directly with us or via your verified Google account.
- 3.2 We are not obliged to permit anyone to register with the Service and we may refuse, terminate or suspend registration to anyone at any time.

- 3.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 3.4 If we have reason to believe there is likely to be a breach of security or misuse of the Service through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 3.5 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy & Cookies Policy.

4. Infringing content

- 4.1 We will use reasonable efforts to:

- 4.1.1 delete accounts which are being used in an inappropriate manner or in breach of these Terms; and

- 4.1.2 identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of Clause 6 (**Unacceptable Use**)

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

- 4.2 If you believe that any content which is distributed or published by the Service is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

5. Acceptable use

We permit you to use the Service only for personal, non-commercial purposes and primarily for the Purpose. Use of the Service in any other way, including any unacceptable use set out in these Terms, is not permitted.

6. Unacceptable use

- 6.1 As a condition of your use of the Service, you agree not to use the Service:

- 6.1.1 for any purpose that is unlawful under any applicable law or prohibited by these Terms;

- 6.1.2 to commit any act of fraud toward any third-party;

- 6.1.3 to distribute viruses or malware or other similar harmful software code;

- 6.1.4 for purposes of promoting unsolicited advertising or sending spam;

- 6.1.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

- 6.1.6 in any manner that disrupts the operation of our Service, the business of any other user or any other entity;
- 6.1.7 in any manner that harms minors;
- 6.1.8 to promote any unlawful activity;
- 6.1.9 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- 6.1.10 to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
- 6.1.11 to attempt to circumvent password or user authentication methods.

7. Interactive Services

- 7.1 We make an AI configuration (**Interactive Services**) available on the Service.
- 7.2 We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material (**Submission**) submitted to our Interactive Services. Where we do monitor or moderate Submissions, we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 7.3 We may remove or edit any Submission to any of our Interactive Services whether they are moderated or not.
- 7.4 Any Submission you make must comply with our Submission standards set out in Clause **Error! Reference source not found.** below.
- 7.5 By making a Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Service, and on any websites operated by us, indefinitely.

8. Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy & Cookies Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

9. Ownership, use and intellectual property rights

- 9.1 The intellectual property rights in the Service and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Service (**Content**) are owned by us and our licensors.
- 9.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 9.3 Nothing in these Terms grants you any legal rights in the Service or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Service or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Service or the Content.
- 9.4 “Carter” is an unregistered trade mark and is legally protected by the laws of “passing off” and “unfair competition”. No rights are granted to Patrons, Organisers or any third-parties to reproduce or use our trade mark for any purpose without prior written approval.

10. Software

- 10.1 Software may be made available for you to download in order for the Service to work better. You will be granted a limited, non-exclusive licence to use any such software, subject to you agreeing to the terms and conditions that apply to such software (sometimes known as an ‘end user licence agreement’ or ‘EULA’).
- 10.2 You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be able to download the software.
- 10.3 You should read any terms and conditions carefully. They may contain provisions that set out your legal rights (for example, under the Consumer Rights Act 2015), your legal responsibilities when using the software, the software provider’s legal responsibilities and any limitations on the software provider’s legal responsibilities to you.
- 10.4 Any software made available on the Service is solely for your personal, non-commercial use.
- 10.5 Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any other terms and conditions that apply to it) is expressly prohibited and may result in civil and criminal penalties.

11. Submitting information to the Service

- 11.1 While we try to make sure that the Service is secure, we do not actively monitor or check whether information supplied to us through the Service is confidential, commercially sensitive or valuable.
- 11.2 Other than any personal information which will be dealt with in accordance with our Privacy & Cookies Policy, we do not guarantee that information supplied to us through the Service will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

12. Accuracy of information and availability of the Service

- 12.1 We try to make sure that the Service is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Service will be fit or suitable for any purpose. Any reliance that you may place on the information on the Service is at your own risk.
- 12.2 We may suspend or terminate access or operation of the Service at any time as we see fit.
- 12.3 Any Content is provided for your general information purposes only and to inform you about us the products of our users and partners that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Service.
- 12.4 While we try to make sure that the Service is available for your use, we do not promise that the Service will be available at all times or that your use of the Service will be uninterrupted.

13. Disclaimer

- 13.1 The Services advertised on it are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.
- 13.2 We do not warrant or guarantee that our Service is free of errors, viruses, Trojan horses or other destructive or contaminating components or content. We provide no warranty or guarantee that our Service is compatible with your computer equipment and are under no obligation to do so.
- 13.3 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Service, the downloading of any content, or on any websites linked to it.
- 13.4 You are responsible for configuring your information technology, computer programmes and Service to access our Service. You should use your own virus protection software.

- 13.5 The Service may contain hyperlinks or references to third-party advertising and websites other than the Service. Any such hyperlinks or references are provided for your convenience only.

14. Limitation on our liability

- 14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

14.1.1 losses that were not foreseeable to you and us when these Terms were formed;

14.1.2 losses that were not caused by any breach on our part;

14.1.3 business losses; and

14.1.4 losses to non-consumers.

15. Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

16. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

17. Variation

- 17.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this Clause 17.

- 17.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Service and by continuing to use and access the Service following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

18. Disputes

- 18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

- 18.2 If a dispute cannot be resolved using our complaint handling procedure or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.

18.3 Relevant United Kingdom law will apply to these Terms. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.