

SWATTUP LIMITED MOBILE APPLICATION END-USER LICENCE AGREEMENT.

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We SwattUp Limited of 57, Adamthwaite Drive, Blythe Bridge, Stoke-On-Trent, United Kingdom, ST11 9HL license you to use:

1. The SwattUp app version 1 mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it.
2. [The related online documentation] (**Documentation**).
3. The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy **SWATTUP LIMITED**

MOBILE APPLICATION PRIVACY POLICY

INTRODUCTION

Welcome to SwattUp Limited's privacy notice.

SwattUp Limited respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you use our mobile application (the 'app') and tell you about your privacy rights and how the law protects you.

This privacy notice is provided in a layered format so you can click through to the specific areas set out below. Alternatively you can download a pdf version of the policy here <https://hub.swattup.com/privacy> . Please also use the Glossary to understand the meaning of some of the terms used in this privacy notice.

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IMPORTANT INFORMATION AND WHO WE ARE

Purpose of this privacy notice

This privacy notice aims to give you information on how SwattUp Limited collects and processes your personal data through your use of our app, including any data you may provide through our app when you sign up to use the app or edit your profile.

This app is not intended for children and we do not knowingly collect data relating to children.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

Controller

SwattUp Limited is the controller and responsible for your personal data (collectively referred to as **COMPANY, we, us** or **our** in this privacy notice).

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights please contact the data privacy manager using the details set out below.

Contact details

Our full details are:

Full name of legal entity: SwattUp Limited. We are registered in England and Wales under number **10667883** and we have our registered office at 57 Adamthwaite Drive, Blythe Bridge, Stoke-On-Trent, United Kingdom, ST11 9HL.

Name and title of data privacy manager: Freddie Tilbrook, Managing Director

Email address: data@swattup.com

Postal address: 57 Adamthwaite Drive, Blythe Bridge, Stoke-On-Trent, United Kingdom, ST11 9HL

Telephone number: +44 (0) 7791 570 341

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Data protection law requires SwattUp Limited, as controller for your data:

- to process your data in a lawful, fair and transparent way;
- to only collect your data for explicit and legitimate purposes;
- to only collect data that is relevant, and limited to the purpose(s) we have told you about;
- to ensure that your data is accurate and up to date;
- to ensure that your data is only kept as long as necessary for the purpose(s) we have told you about;
- to ensure that appropriate security measures are used to protect your data.

Changes to the privacy notice and your duty to inform us of changes

This version was last updated on 21.09.2018 and historic versions can be obtained by contacting us.

It is important that the personal data we hold about you is accurate and current. We may ask you to confirm updates to your personal data from time to time (usually on an annual basis) but please keep us informed if your personal data changes during your relationship with us in the meantime. You can easily inform us of changes to your personal data by using the 'edit profile' function available within the app. Alternatively, you may inform the data privacy manager of any changes in your data at the following email address: data@swattup.com.

Third-party links

Our app may include links to third-party websites, plug-ins and applications (for example where you receive a discount code for a particular product or company, our app may direct you to the appropriate third-party website or application to enable you to make use of your reward). Clicking on those links or enabling those connections may allow third parties to collect or share data about you.

We have a social media presence for the purpose of engaging with you.

If you enable such connections or choose to communicate your personal data to us via third-party websites or social media, please remember that we do not control these third-party websites and are not responsible for their privacy statements. When you leave our app or interact with us on social media, we encourage you to read the privacy notice of every website or forum that you visit or use.

THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, last name, username, photograph, learning stage and name of your university or school.
- **Contact Data** includes email address and telephone numbers.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system

and platform and other technology on the devices you use to access this app.

- **Profile Data** includes your username and password, your interests and preferences, details of questions you have asked and answered (including statistical data such as the speed of your responses), details of points and rewards you have received, details of any crowds you have created or joined, your permissions to use functions within our app, details of your connections within the app and details of any posts you have submitted.
- **Usage Data** includes information about how you use our app.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and your communication preferences.

We refer to the above categories of data in the data subject category tables which can be found [here](#).

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific feature on our app. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data).

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with access to our app). In this case, we may be unable to allow you to sign up to the app but we will notify you if this is the case at the time.

HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - sign up to our app;

- subscribe to our service or publications;
- request marketing to be sent to you;
- give us some feedback.
- **Automated technologies or interactions.** As you interact with our app, we may automatically collect **Technical Data** about your equipment, browsing actions and patterns. We collect this personal data by using server logs and other similar technologies.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties [and public sources] as set out below:
 - Technical Data from the following parties:
 - analytics providers [such as Google based outside the EU]; and
 - search information providers [such as Google based inside **OR** outside the EU].

HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.
- We may also use your personal information, typically in an emergency, where this is necessary to protect your vital interests, or someone else's vital interests.

Click [here](#) to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by [contacting us](#).

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please [contact us](#) if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest	Third party processing and international transfer information
To register you as a new user of our app	(a) Identity (b) Contact	Performance of a contract with you	We use a third party (Amazon Web Services and mLab) to store your personal data
To allow you to use the functions of our app including: (a) creating and joining crowds; (b) submitting posts, asking questions and responding to questions; (c) connecting with other users of the app; (d) updating your personal information on your profile; (e) accessing the points and rewards system; (f) notifying you of relevant activity (e.g. when you are awarded points or when another user posts in a crowd you have joined); (g) allowing you and other users to report inappropriate use of the app, which may result in amended user permissions.	(a) Identity (b) Contact (c) Profile (d) Usage	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to optimise our app to your usage habits) (c) Necessary for our legitimate interests (to allow admin users to see user statistics in order to administer the rewards scheme) (d) Necessary for our legitimate interests (to allow us to monitor the app to ensure appropriate use)	

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest	Third party processing and international transfer information
To provide you with updates and promotional material which may be of interest to you	(a) Identity (b) Contact (c) Marketing and Communications	(a) Legitimate interests (to provide you with updates and information about our app which you have subscribed to use) (b) Consent	
To manage our relationship with you which will include notifying you about changes to our terms or privacy policy	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation	
To enable the University Administrators to access and review crowds and profiles of subscribers to the App	(a) Identity (b) Contact (c) Profile	(a) Performance of our contract with you (b) Legitimate interest to optimise the service provided to you by understanding the crowds and the interaction with users from the University.	
To administer and protect our business and our app (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation	
To deliver relevant app content to you and measure or understand the effectiveness of the	(a) Identity	Necessary for our legitimate interests (to study how users use our app, to develop it, to grow our business and to inform our	

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest	Third party processing and international transfer information
advertising we serve to you	(b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	marketing strategy)	
To use data analytics to improve our app, marketing, user relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of users for our app, to keep our app updated and relevant, to develop our business and to inform our marketing strategy)	
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our app and grow our business)	

Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. You can manage your marketing preferences or opt out of marketing at any time by [contacting us](#) or by following the unsubscribe links on any marketing message sent to you.

Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or used our app and, in each case, you have not opted out of receiving that marketing.

Third-party marketing

We will get your express opt-in consent before we share your personal data with any company outside of SwattUp Limited for marketing purposes.

Opting out

You can ask us or third parties to stop sending you marketing messages at any time by following the unsubscribe links on any marketing message sent to you or by [contacting us](#) at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of using our app.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please [contact us](#).

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in

compliance with the above rules, where this is required or permitted by law.

DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below for the purposes set out in the table above.

- External Third Parties as set out in the *Glossary*.
- Specific third parties listed in the *table* above.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

INTERNATIONAL TRANSFERS

Amazon Web Services (an external third party who we engage for back up services) are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA. We may also engage additional third parties from time to time, who may be based outside of the EEA. Wherever we do so, we will update this privacy policy accordingly.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see *European Commission: Adequacy of the protection of personal data in non-EU countries*.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see *European Commission: Model contracts for the transfer of personal data to third countries*.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to

personal data shared between the Europe and the US. For further details, see [European Commission: EU-US Privacy Shield](#).

Please [contact us](#) if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

DATA RETENTION

How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Details of retention periods for different aspects of your personal data are available in our retention policy which you can request from us by [contacting us](#).

In some circumstances you can ask us to delete your data: see [Request erasure](#) below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- [Request access to your personal data.](#)
- [Request correction of your personal data.](#)
- [Request erasure of your personal data.](#)
- [Object to processing of your personal data.](#)
- [Request restriction of processing your personal data.](#)
- [Request transfer of your personal data.](#)
- [Right to withdraw consent.](#)

If you wish to exercise any of the rights set out above, please [contact us](#).

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

GLOSSARY

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by [contacting us](#).

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

External Third Parties

- Service providers acting as processors based in the United States who provide data back up services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the United Kingdom who may provide consultancy, banking, legal, insurance and accounting services.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully

exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

unless you are using a specific service to which a different privacy policy applies, as set out below www.swattup.com.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

ADDITIONAL TERMS FOR SPECIFIC SERVICES

In addition the Services set out below will be governed by the following terms of use and privacy policies :

Service	Web address of terms of use	Web address of privacy policy
Amazon Web Services	https://aws.amazon.com/service-terms/	https://aws.amazon.com/privacy/

THE APPLE APP STORE AND GOOGLE PLAY STORE'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by the Google Play Store's and Apple App Store's rules and policies

[<https://support.google.com/googleplay/?hl=en-GB#topic=3364260>,

<https://www.apple.com/uk/legal/privacy/en-ww/> Google Play Store's and Apple App Store's rules and policies will apply instead of these terms where there are differences between the two .

OPERATING SYSTEM REQUIREMENTS

This app requires a mobile device running Android (4.1 or API 16 and above) or iOS (8.0 and above). The device will require a minimum amount of memory to install, as judged by the Google Play store and Apple App store.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at www.swattup.com or on the 'SwattUp Support' Crowd in the app .

Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at hello@swattup.com or call them on 01782 398 373 .

How we will communicate with you. If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

1. download or stream a copy of the App onto one mobile telephone phone and one tablet or laptop and view, use and display the App and the Service on such devices for your personal purposes only.
2. use any Documentation to support your permitted use of the App and the Service.
3. provided you comply with the Licence Restrictions you may make up to two copies of the App and the Documentation for back-up purposes; and
4. receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE 13 TO ACCEPT THESE TERMS

You must be 13 or over to accept these terms .

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or to reflect expansions in the user base (i.e. adding premium / paid for user accounts for professionals)

We will give you at least **[30]** days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time)..

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

1. not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
2. not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright,

Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

- 4.1 is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- 4.2 is not used to create any software that is substantially similar in its expression to the App;
- 4.3 is kept secure; and
- 4.4 is used only for the Permitted Objective;
- 5. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

ACCEPTABLE USE RESTRICTIONS

You must:

- 1. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- 2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- 3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- 4. not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 5. not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, the Documentation and the Services 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, the Documentation or the Services other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

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 or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, 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.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

1. You must stop all activities authorised by these terms, including your use of the App and any Services.
2. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
3. We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

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.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

ALTERNATIVE DISPUTE RESOLUTION

Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.