

# Candy Burner - Terms of Service

## 1. GENERAL

1.1. By installing the Application (as defined below), you agree to be bound by these terms of use (“appterm”). Please review them carefully before installation and/or acceptance.

## 2. DEFINITIONS

The “Application” shall mean the software provided by CandyBurner to offer services related to CandyBurner, CandyBurner’s services and its partners’ services, to be used on Apple iOS, Android OS and Windows Phone OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Application.

## 3. DATA PROTECTION

Any personal information you supply to CandyBurner when using the Application will be used by CandyBurner in accordance with its Privacy Policy.

## 4. FACEBOOK INTEGRATION

The Application allows you to access certain functionality through Facebook connection. Such access will be governed by the Facebook Website Terms of Use.

## 5. PROPRIETARY RIGHTS AND LICENCE

All trade marks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned directly by CandyBurner.

## 6. CONDITIONS OF USE

6.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.

6.2. The Application is currently made available to you free of charge for your personal, non-commercial use. CandyBurner reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these appterm, at any time and for any reason.

6.3. You acknowledge that the terms of agreement with your respective mobile network provider (‘Mobile Provider’) will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

6.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

## 7. AVAILABILITY

7.1. This Application is available to handheld mobile devices running Apple iOS, Android OS and Windows Phone OS Operating Systems. CandyBurner will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside CandyBurner's reasonable control.

7.2. CandyBurner, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.

7.3. CandyBurner will not be responsible for any support or maintenance for the Application.

## 8. SYSTEM REQUIREMENTS

8.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device.

8.2. The version of the Application software may be upgraded from time to time to add support for new functions and services.

## 9. TERMINATION

9.1. CandyBurner may terminate use of the Application at any time without giving notice of termination to you.

9.2. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Software;

## 10. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, and for the avoidance of doubt, save for section 2 of the Supply of Goods and Services Act 1982, CandyBurner hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.