

USER AGREEMENT – TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use the acaudio application (“Our Web App”). Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account or purchasing a Subscription. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Web App immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account” means an account required to access and use Our Web App, as detailed in Clause 4;

“Content” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer or other device that appears on, or forms part of, Our Web App;

“Contract” means the contract between Us and you for the purchase and sale of a Subscription to Our Web App, as explained in Clause 6;

“Order” means your order for a Subscription;

“Subscription Confirmation” means Our acceptance and confirmation of your Order;

“Subscription” means a premium subscription to access Our Web App, purchased in accordance with these Terms and Conditions;

“User” means a user of Our Web App (whether as a creator and/or as someone who consumes Content);

“User Content” means any Content, whether created and/or uploaded by Users in or to Our Web App, or created by Us for the purposes of uploading to Our Web App by Us recording the voice of the User in any manner or whereby the User’s voice is recorded by any third party for the purposes of uploading to Our Web App or otherwise with the User’s consent; and

“We/Us/Our” means ACAUDIO TECHNOLOGY LTD (UK Company number: 13281040) with registered office at 4 1-4 Mackintosh Lane, London, United Kingdom, E9 6AB (who operates the website at acaudio.com).

2. Information About Us and Our Services

- 2.1 Our Web App is owned and operated by Acaudio Technology Ltd (details above).
- 2.2 We provide the following services, subject to these Terms and Conditions:
 - 2.2.1 Access to audio files which summarise the work of academic research;
 - 2.2.2 The ability to create and upload audio file summaries of academic research for others to consume.

3. Access and Changes to Our Web App

- 3.1 Access to Our Web App requires an Account. Free Accounts are available, but are only accessible alongside advertisements. Premium Accounts can be purchased, known as Subscriptions. Upon purchasing a Subscription, Our Web App will be available to you without advertisements for the duration of that Subscription and any and all subsequent renewals. All of these Terms and Conditions apply whether you have a Free or a Premium Account.
- 3.2 We may from time to time make changes to Our Web App:
 - 3.2.1 Changes may be required to make underlying technical alterations or be made due to law or other regulatory requirements, for example, to fix an error or to address a security issue or legal requirement regarding cancellation or the provision of information. We may inform you of any such changes if we consider it is necessary to do so (including, if applicable, anything that you need to do), however they will mostly be unlikely to materially affect your use of Our Web App;
 - 3.2.2 We will continue to develop and improve Our Web App over time, in some cases making significant changes to it.
- 3.3 We will always aim to ensure that Our Web App is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes. Unless We are responding to an emergency or an urgent issue, We will inform you in advance of any interruptions to the availability of Our Web App. Other times there will be downtime for reasons beyond Our control. If We need to suspend Our Web App for longer than three days, We will add the corresponding time to the duration of your current Subscription period at no cost to you.

4. Accounts

- 4.1 You may not create an Account if you are under 18 years of age.
- 4.2 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.3 We require you to choose a strong password for your Account. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account. You must not use anyone else's Account.
- 4.4 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under data protection laws and our Privacy Policy.
- 4.5 If you wish to close and delete your Account, you may do so at any time via Our Web App. Closing your Account will result in the removal of your information from Our system (but will not result in the deletion of any User Content, though you will no longer have any access to it. If you wish to still have access to your own User Content, it is your responsibility to make backups for your own private and personal use only). If you have an active Subscription, your Account will remain active for the duration of the remainder of the Subscription period you are currently in. Closing your Account will cancel the auto-renewal of your Subscription, where applicable (Subscriptions auto-renew unless stated).

5. Subscriptions, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, Our Web App) correspond to the actual services that will be provided to you. There may, however, be minor variations due to matters outside of our control.
- 5.2 Where appropriate, you may be required to select your required Subscription. Different types of Subscription have different prices.
- 5.3 All pricing information is correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes will not affect Subscriptions that have already been purchased, but may affect renewals of Subscriptions.
- 5.4 In the unlikely event that We have shown incorrect pricing information, We will contact you in writing before processing your purchase to ask you how you wish to proceed. We will not charge you or activate your Subscription until you respond. If We do not receive a response from you within two working days, We may treat your purchase as cancelled and notify you accordingly in writing.
- 5.5 All prices are exclusive of VAT (if applicable).

6. Subscriptions – How Contracts Are Formed

- 6.1 You will be guided through the Subscription process when you make a purchase. Before confirming a purchase, you will be given the opportunity to review your chosen Subscription and amend any errors in your Order. Please ensure that you check carefully before confirming your purchase.
- 6.2 No part of Our Web App, website or any other material constitutes a contractual offer capable of acceptance. By purchasing a Subscription, you are making Us a contractual offer that We may, at Our sole discretion, accept. Once accepted, there will be a binding contract between Us and you (“the Contract”). We may send you a Subscription Confirmation by email or via Our Web App.
- 6.3 Subscription Confirmations usually contain the following information:
 - 6.3.1 Confirmation of your chosen Subscription including full details of the main characteristics and features of Our Web App available as part of that Subscription;
 - 6.3.2 Fully itemised pricing, including, where appropriate, taxes and other additional charges;
 - 6.3.3 Details of the duration of your Subscription including the start date and the end and/or renewal date.
- 6.4 If We do not accept or cannot process your Subscription purchase for any reason, no payment will be taken under normal circumstances. If We have taken payment in such circumstances, the payment will be refunded to you as soon as possible and in any event within 14 days.
- 6.5 Subject to the cancellation provisions in Clause 8, once you have confirmed your Subscription purchase, your Subscription cannot be changed until the end or renewal date of that Subscription. Changes made to an auto-renewing Subscription will take effect when the Subscription is renewed.
- 6.6 By purchasing a Subscription, you are expressly requesting that you wish access to Our Web App to be made available to you immediately (and may be required to acknowledge this in some way). If you are a consumer, this will result in your right to cancel during the “cooling-off” period being lost. Please be aware that We do not offer any Subscriptions that do not begin immediately. For more details of cancellation, please refer to Clause 8.

7. Payment

- 7.1 Payment for Subscriptions will be due at the time of purchase. Your chosen payment method will be billed immediately upon confirmation of your Subscription.
- 7.2 We only accept payment using the methods available on the relevant application store. In the future we may provide the ability to pay via a debit or credit card on Our website (We may charge additional fees for the use of cards).

8. Cancellation

- 8.1 Consumers (but not business customers) in the UK and the European Union have a legal right to a “cooling-off” period within which distance sales contracts (including those formed online) can be cancelled for any reason. This period, if applicable, begins once a contract is formed and ends at the end of 14 calendar days after that date. Your legal or statutory rights are not affected by any of the following. Cancellation forms can be obtained from Us on request via email. However, it is not necessary to use any cancellation form provided by Us and any method by a clear statement that you want to cancel is fine.
- 8.2 Please note that, as explained in sub-Clause 6.6, because access to Our Web App is made available immediately upon the purchase of a Subscription, the 14-day cooling-off period may not apply (but if legally it is held to apply in certain circumstances, as you have requested to begin to use Our Web App during the cancellation period, you will only be refunded for the remaining balance of your Subscription. The refund will be calculated based upon the price of your Subscription being divided by the total number of days in the Subscription and multiplied by the number of whole days remaining until the end of the Subscription (or, in the case of auto-renewing Subscriptions, until the renewal date)).
- 8.3 You may cancel at any time in the following limited circumstances and you may be entitled to a full or partial refund for services or digital content not provided:
- 8.3.1 We have incorrectly described Our Web App; or
 - 8.3.2 We have informed you of an upcoming substantial change to Our Web App or to these Terms and Conditions that you do not agree to; or
 - 8.3.3 We have informed you of an error in the price or description of your Subscription or Our Web App and you do not wish to continue; or
 - 8.3.4 There is a risk that the availability of Our Web App may be significantly delayed due to events outside of Our control; or
 - 8.3.5 We have informed you that We have suspended, or are planning to suspend, availability of Our Web App for a period greater than fourteen days; or
 - 8.3.6 We have materially breached these Terms and Conditions or have materially failed to comply with Our legal obligations to you.
- 8.4 Subject to sub-Clause 8.3, non-renewing Subscriptions cannot be cancelled. Auto-renewing Subscriptions can be cancelled at any time, however (also subject to sub-Clause 8.3), no refunds can be provided and you will continue to have access to Our Web App for the duration of the remainder of the Subscription period you are currently in. Cancelling an auto-renewing Subscription only prevents it from being auto-renewed.

- 8.5 To cancel a Subscription for any reason, please inform us via Our Web App. We may ask you why you have chosen to cancel your Subscription and may use any answers you provide to improve Our Web App in the future, however, please note that you are under no obligation to provide any details if you do not wish to.
- 8.6 Any and all refunds due to you will be made no later than 14 calendar days after the date on which We acknowledge your cancellation. Refunds will be made to your original payment method. In any event, you will not incur fees as a result of the reimbursement.
- 8.7 In certain limited circumstances, We may cancel your Subscription and/or close your Account. If We take such action, you will be notified by email and We will provide an explanation for the cancellation and/or closure. If your Account is closed and your Subscription cancelled because you have breached these Terms and Conditions, you will not be entitled to a refund. If your Account is closed and/or your Subscription is cancelled for any other reason, you will be refunded for the remaining balance of your Subscription. The refund will be calculated based upon the price of your Subscription being divided by the total number of days in the Subscription and multiplied by the number of whole days remaining until the end of the Subscription (or, in the case of auto-renewing Subscriptions, until the renewal date).

9. Licence to Use Our Web App

- 9.1 We grant Users a limited, non-exclusive, revocable, non-transferable, non-licensable licence to use Our Web App for personal (including research and private study) use, subject to these Terms and Conditions.
- 9.2 By accepting these Terms and Conditions, you hereby undertake:
- 9.2.1 Not to copy, download or otherwise attempt to acquire any part of Our Web App;
- 9.2.2 Not to disassemble, decompile or otherwise reverse engineer Our Web App;
- 9.2.3 Not to allow or facilitate any use of Our Web App that would constitute a breach of these Terms and Conditions; and
- 9.2.4 Not to embed or otherwise distribute Our Web App on any website, ftp server or similar.

10. Links to Our Web App

- 10.1 You may link to where Our Web App is hosted provided that:
- 10.1.1 You do so in a fair and legal manner;
- 10.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

- 10.1.3 You do not use any of Our logos or trademarks (or any others displayed on Our Web App) without Our express written permission; and
- 10.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 10.2 Deep-linking to other parts of Our Web App requires Our express written permission.
- 10.3 You may not link to Our Web App from any other website the content of which contains material that:
 - 10.3.1 Is sexually explicit;
 - 10.3.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 10.3.3 Promotes violence;
 - 10.3.4 Promotes or assists in any form of unlawful activity;
 - 10.3.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 10.3.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 10.3.7 Is calculated or is otherwise likely to deceive another person;
 - 10.3.8 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;
 - 10.3.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;
 - 10.3.10 Implies any form of affiliation with Us where none exists;
 - 10.3.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks, patents and database rights) of any other party; or
 - 10.3.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

11. Links to Other Content

- 11.1 We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

12. User Content

- 12.1 You agree that you will be solely responsible for any and all User Content that you create or upload using Our Web App. Specifically, you agree, represent and warrant that you have the right to create and upload the User Content (as the sole owner) and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 14.
- 12.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 12.1. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 12.3 You hereby agree to transfer your ownership of your User Content and all intellectual property rights subsisting therein to us (which will hereby immediately transfer and if they do not so legally transfer for any reason, you will at your cost without delay execute all documents required to do so at our request and hereby appoint us as your attorney to do so if you cannot be contacted or do not do as requested).
- 12.4 By creating or uploading User Content, you grant to Us an unconditional, fully transferable, royalty-free, perpetual, worldwide right to assign, lend, use, store, archive, syndicate, publish, transmit, process, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and licence your User Content for any purpose whatsoever. By creating or uploading User Content, you also hereby waive all moral rights relating to User Content and agree that we may charge persons to access the same as part of any premium Account, or to supply User Content only on the basis that people are subject to advertisements.
- 12.5 If you wish to remove User Content that you have created and uploaded to Our Web App, you may do so by deleting the relevant User Content, or in certain circumstances you may need to request that We do this on your behalf. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where this is outside of Our reasonable control).
- 12.6 We may reject, reclassify, or remove any User Content created or uploaded using Our Web App where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

13. Intellectual Property Rights in Content and User Content

- 13.1 All Content included in Our Web App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in Content, unless specifically labelled otherwise, belongs to Us (whether as creator, assignee, or as part of an automatic assignment of the rights in User Content). All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

13.2 Users may not copy, distribute, stream, resell, retail, lend, transmit, publicly perform, publicly display, disclose to any person by whatever means, edit, reproduce or create derivative works based upon, another User's User Content or any Content owned or controlled by Us (and whether this is use in part or whole and whether the use is substantial or not), without first obtaining Our express written consent.

14. Acceptable Usage Policy

14.1 You may only use Our Web App in a manner that is lawful and that complies with the provisions of this Clause 14. Specifically:

14.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;

14.1.2 You must not use Our Web App in any way, or for any purpose, that is unlawful or fraudulent;

14.1.3 You must not use Our Web App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and

14.1.4 You must not use Our Web App in any way, or for any purpose, that is intended to harm any person or persons in any way.

14.2 The following types of User Content are not permitted on Our Web App and you must not create, submit, communicate or otherwise do anything that:

14.2.1 is sexually explicit;

14.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;

14.2.3 promotes violence;

14.2.4 promotes or assists in any form of unlawful activity;

14.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

14.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

14.2.7 is calculated or otherwise likely to deceive;

14.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;

14.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 14.2);

- 14.2.10 implies any form of affiliation with Us where none exists;
- 14.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; or
- 14.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 14.3 We reserve the right to suspend or terminate your Account and/or your access to Our Web App if you materially breach the provisions of this Clause 14 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
 - 14.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Web App;
 - 14.3.2 Remove any of your User Content which violates this Acceptable Usage Policy;
 - 14.3.3 Issue you with a written warning;
 - 14.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 14.3.5 Take further legal action against you as appropriate;
 - 14.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - 14.3.7 Any other actions which We deem reasonably appropriate (and lawful).
- 14.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

15. Advertising

- 15.1 We may feature advertising within Our Web App and We reserve the right to display advertising on the same page as any User Content.
- 15.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 15.3 We are not responsible for the content of any advertising in Our Web App. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in Our Web App including, but not limited to, any errors, inaccuracies, or omissions.

16. Problems with Our Web App and Consumers' Legal Rights

- 16.1 If you have any questions or complaints regarding Our Web App, please contact Us via Our Web App or by using any of the methods provided on the contact page on Our website.
- 16.2 If you are a consumer, you have certain legal rights under the Consumer Rights Act 2015 that may apply to Our Web App:
- 16.2.1 Any paid for digital content provided by Us must be as described, fit for purpose, and of satisfactory quality. If digital content is paid for and faulty, you may be entitled to a repair or replacement. If a fault cannot be remedied, or has not been remedied within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund. If, as a result of Our failure to exercise reasonable care and skill, any digital content of which Our Web App is comprised (that is not User Content) damages your device or other digital content belonging to you, you may be entitled to a repair or compensation.
- 16.2.2 Any paid for services provided by Us must be provided with reasonable care and skill and in compliance with information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise fix the problem or, if We cannot provide such a remedy, a full or partial refund.
- 16.2.3 For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

17. Disclaimers

- 17.1 No part of Our Web App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to any of the information contained within any User Content. User Content only contains summaries of research, not the detailed information contained within the actual research.
- 17.2 Subject to your legal rights if you are a consumer, insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Web App will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 17.3 We make reasonable efforts to ensure that the content contained within Our Web App is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Web App (and the content therein) is complete, accurate or up-to-date.
- 17.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created or uploaded using Our Web App. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

18. Our Liability

- 18.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and Us when the Contract between us was formed.
- 18.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Web App or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Our Web App.
- 18.3 To the fullest extent permissible by law, We accept no liability to consumers or businesses loss or damage that is not foreseeable.
- 18.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Web App or any Content (including User Content) included in Our Web App.
- 18.5 If you are a business, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 18.6 We exercise all reasonable skill and care to ensure that Our Web App is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Web App (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.
- 18.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Web App resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 18.8 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

19. Viruses, Malware and Security

- 19.1 We exercise all reasonable skill and care to ensure that Our Web App is secure and free from viruses and other malware. We do not, however, guarantee that Our Web App is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 18.6.

- 19.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 19.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Web App.
- 19.4 You must not attempt to gain unauthorised access to any part of Our Web App, the server on which Our Web App is stored, or any other server, computer, or database connected to Our Web App.
- 19.5 You must not attack Our Web App by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 19.6 By breaching the provisions of sub-Clauses 19.3 to 19.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Web App will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

20. Privacy Policy

- 20.1 The use of Our Web App is also governed by Our Privacy Policy, available from Our website. This policy is incorporated into these Terms and Conditions by this reference.

21. Data Protection

- 21.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the Data Protection Act 2018 and your rights and Our obligations under that Act.
- 21.2 We may use your personal information to:
 - 21.2.1 Reply to any communications that you send to Us;
 - 21.2.2 Send you important notices;
 - 21.2.3 Marketing purposes;
 - 21.2.4 Other purposes permitted by Our Privacy Policy.

22. Communications from Us

- 22.1 If you have an Account, We may from time to time send you important notices by email or via Our Web App. Such notices may relate to matters including, but not limited to, service

changes, changes to these Terms and Conditions, changes to Our Web App, and changes to your Account.

- 22.2 Any and all marketing emails sent by Us usually include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to ten business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- 22.3 For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us.

23. Other Important Terms

- 23.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will usually be transferred to the third party.
- 23.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 23.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 23.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 23.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

24. Changes to these Terms and Conditions

- 24.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Web App after the changes have been implemented. You are therefore advised to check this page from time to time.
- 24.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

25. Contacting Us

25.1 To contact Us, please use any of the methods provided on Our contact page of Our website.

26. Law and Jurisdiction

26.1 These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

26.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.

26.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.