

AITL Standard Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions:

“**Agreement**” means this agreement comprising the Platform Contract and these Standard Terms and Conditions.

“**AITL**” means, All In the Loop Ltd of Boundary Works, Chelford Road, Ollerton, Knutsford, Cheshire, WA16 8TA.

“**App**” means the application developed by AITL as detailed in the Platform Contract.

“**App Store**” means the Apple App Store and Google Play.

“**Authorised Users**” means the Licensee and the Licensee's partners (if the Licensee is a partnership), members (if the Licensee is a limited liability partnership), officers (if the Licensee is a corporate body), employees, organisation members, event attendees or such other people who are authorised to access and use the Platform in accordance with the Agreement and these Standard Terms and Conditions.

“**Business Day**” means any weekday, other than a bank or public holiday in England.

“**Confidential Information**” means the Agreement and any information, however conveyed or presented that relates to the business, affairs, operations, licensees, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of a party, together with all information derived by the other party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked “confidential”), or which ought reasonably be considered to be confidential.

“**Content**” means all documents, text, information, data, software, executable code, access codes, images, audio or video material in whatever medium or form comprised in or used with the Platform other than the Licensee Content.

“**Data Protection Legislation**” means (i) the Data Protection Act 2018 (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK (iii) any successor legislation to the Data Protection Act 2018 and the GDPR and (iv) any other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

“**Effective Date**” means the Effective Date as set out in the Platform Contract.

“**EULA**” means the end user licence agreement as set out in Schedule 3.

“**Intellectual Property Rights**” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs).

“**License**” means the user subscription purchased by the Licensee that entitles Authorised Users to access and use the Platform, in accordance with these Standard Terms and Conditions.

“**Licensee**” means the Licensee named in the Platform Contract.

“**Licensee Content**” means all documents, text, information, data, images, audio or visual material in whatever medium or form inputted or uploaded to the Platform by the Licensee, Authorised Users or AITL, on the Licensee's behalf, for the purpose of using the Platform or facilitating the Licensee's use of the Platform.

“**Licensee Personal Data**” means personal data processed by AITL on behalf of the Licensee pursuant to this Agreement.

“**Platform**” means the Platforms and/or services provided by AITL to the Licensee as described in the Platform Contract, which may include but is not limited to, a Web App, iOS App, Android App, and Content Management System Platform.

“**Platform Contract**” means the Platform Contract attached to these Standard Terms and Conditions.

“**Services**” means all the services provided or to be provided by AITL to the Licensee as set out in the Platform Contract.

“**SLA**” means the service level agreement set out in Schedule 2.

“**Standard Terms and Conditions**” means these standard terms and conditions.

“**Term**” means the term of the Agreement.

1.2 References to “Controller”, “Data Controller”, “Processor”, “Data Processor”, “Data Subject”, “Personal Data”, “Processing” and “Appropriate Technical and Organisational Measures”: shall have the meanings as set out in the Data Protection Legislation in force at the time.

1.3 Defined terms in the Platform Contract shall have the same meaning as in the Standard Terms and Conditions unless specified otherwise.

1.4 In the event of conflict between any terms included in the Platform Contract and the Standard Terms and Conditions, the terms in the Platform Contract shall prevail.

2. Commencement and Duration

2.1 The Agreement will become binding on the parties when AITL signs the Platform Contract accepting the Licensee's request for the provision of the Services.

2.2 This Agreement shall commence on the Effective Date, and shall continue, unless terminated earlier in accordance with clause 12 (Termination), for the term described in the Platform Contract (“**Initial Term**”), after which it shall terminate automatically without notice unless, no later than 30 days before the end of the Initial Term, the parties agree in writing that the term of the Agreement shall be extended for a period (“**Extended Term**”). Unless it is further extended under this clause or terminated earlier in accordance with clause 12, the Agreement shall terminate automatically without notice at the end of an Extended Term.

3. The Platform

3.1 Subject to the limitations set out in Clause 3.3 and the prohibitions set out in Clause 3.4, AITL hereby grants to the Licensee during the Term a non-exclusive, worldwide, royalty-free licence to use the Platform.

3.2 The licence granted by AITL to the Licensee under Clause 3.2 is subject to the following limitations:

3.2.1 the Platform may only be used by the Authorised Users of the Licensee; and

3.2.2 the Licensee must comply at all times with AITL's EULA attached in Schedule 3, and must ensure that all users of the Platform agree to and comply with the terms of the EULA.

3.3 Except to the extent mandated by applicable law or expressly permitted in these Standard Terms and Conditions, the licence granted by AITL to the Licensee under this Clause 3 is subject to the following prohibitions:

3.3.1 the Licensee must not sub-license its right to access and use the Platform or allow any unauthorised person to access or use the Platform (unless specifically authorised by AITL in writing);

3.3.2 the Licensee must not frame or otherwise re-publish or re-distribute the Platform; and

3.3.3 the Licensee must not alter or adapt or edit the Platform.

3.4 The Licensee shall use all reasonable endeavours to ensure that no unauthorised person gains access to the Platform using the Licensee's account.

3.5 In using the Services the Licensee agrees that it will:

3.5.1 not use the Platform in any way that is unlawful, illegal, fraudulent or harmful;

3.5.2 not use the Platform in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

3.5.3 comply with third party access terms in relation to the Platform;

3.5.4 co-operate with AITL in all matters relating to the Services;

3.5.5 be responsible (at its own cost) for providing, configuring and maintaining in good working order the necessary equipment and computer networks in accordance with any technical specifications issued by AITL from time to time;

3.5.6 notify AITL as soon as it becomes aware of any unauthorised use of the Services by any person (including Licensee Personnel) or any use of the Services by an Authorised User otherwise than in accordance with these Standard Terms and Conditions and/or the EULA;

3.5.7 not download, store, reproduce, display, print, distribute, publish the Content whether in whole or part, and in any manner, form or media without the prior written consent of AITL;

3.5.8 be responsible for setting up each Authorised User with access to the Platform. The Licensee must ensure that each person having access to the Platform and/or Services is an Authorised User and that the Authorised Users are provided with a copy of the EULA attached at Schedule 3;

3.5.9 not use any information provided by AITL or obtained by the Licensee and Authorised Users through using the Platform to create any software or product where the use is substantially similar to that of the Platform;

3.5.10 not use any information relating to the Platform in any manner which would be restricted by any copyright subsisting in it;

3.5.11 not use the Platform to provide any similar or other services to third parties;

3.5.12 not do anything that may negatively impact upon the Platform or (unless permitted to do so in writing by AITL)

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- attempt to duplicate, copy, adapt, distribute, market, lease, create, derivative works from or re-sell the Platform; or
- 3.5.13 not attempt to reverse, de-compile, disassemble, reverse engineer or otherwise endeavour to reduce to human-perceivable form any of the Platform (including any of the software (in or accessible through it) or to discover or disclose the source code, methods and concepts embodied in the Platform (including any of the software in or accessible through it) except as may be allowed by any applicable law which is incapable of exclusion by these Standard Terms and Conditions.
- 3.6 Save to the extent that any liability, loss or damage is caused by the breach, negligence or wilful misconduct of AITL, the Licensee shall indemnify and will keep indemnified AITL against all liabilities, damages, losses, costs and expenses (including reasonable legal expenses and amounts paid upon legal advice in settlement of any disputes) suffered or incurred by AITL which arise directly from any breach by the Licensee of Clause 3.5.1, Clause 3.5.2, Clause 3.5.9, Clause 3.5.10, Clause 3.5.11 or Clause 3.5.12. .
- 4. App Store terms**
- 4.1 Licensee will comply with all applicable rules, guidelines, and terms and conditions of each App Store.
- 4.2 In relation to Google Play, the Licensee shall provide AITL with any necessary permissions requested by it so that it may publish the App via AITL's Google Play account.
- 4.3 In relation to the Apple App Store, the Licensee will be solely responsible for obtaining and maintaining a valid iTunes Connect account during the Term. The Licensee shall add AITL as a developer to its iTunes Connect account so that AITL can provide assistance with publishing the App.
- 4.4 Licensee agrees that the operator of each applicable App Store has the discretion to approve or reject the App and that AITL shall have no responsibility for any App that is rejected by the owner/operator of such App Store.
- 4.5 AITL may immediately suspend or discontinue the distribution of the Platform in the event that it reasonably determines that such distribution may result in significant harm, damage, or liability for AITL.
- 5. Authorised Users**
- 5.1 The Licensee undertakes that:
- 5.1.1 it will not allow or suffer any Licence provided to an Authorised User to be used by more than one Authorised User, by way of sub-licensing or otherwise, unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform;
- 5.1.2 it will only allow users of the Services to become Authorised Users if they have been provided with the terms of the EULA, and it will use all reasonable endeavours to procure that each Authorised User uses the Platform only in accordance with the EULA;
- 5.1.3 it will use all reasonable endeavours to recommend that each Authorised User shall keep a secure password for his use of the Platform and that each Authorised User shall keep his password confidential; and
- 5.1.4 it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform.
- 5.2 If the Licensee becomes aware that any Authorised User's use of the Platform is in breach of these terms or an Authorised User's use of the Platform breaches the EULA the Licensee shall immediately suspend the relevant Authorised User's use of the Platform.
- 5.3 If the Licensee fails to suspend an Authorised User's use of the Platform in accordance clause 5.2, AITL may (but shall not be obliged to) disable the relevant Authorised User's access to the Licenced Product and the Licensee account for so long as the relevant breach remains unremedied, without liability or prejudice to its other rights and without prior notice to the Licensee or the relevant Authorised Users.
- 6. AITL's Obligations**
- 6.1 Subject to compliance on the part of the Licensee with these terms and conditions AITL shall use reasonable endeavours and take all necessary steps to:
- 6.1.1 provide the Services to the Licensee on the terms of the Agreement in all material respects including the SLA set out in Schedule 2 and within a reasonable time but for the avoidance of doubt, any delay in performing a duty under this contract is not a ground for termination unless specified in clause 12 below;
- 6.1.2 provide such support to the Licensee as is reasonably necessary to allow the Licensee and the Authorised Users to use the Platform; and
- 6.1.3 perform the Services with a level of care, skill and diligence in accordance with best practice in the relevant industry, profession or trade, and where necessary shall use personnel of required skills, experience and qualifications in order to meet its obligations under the Standard Terms and Conditions.
- 6.2 AITL will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities which are outside AITL's control or knowledge, including the internet, and the Licensee acknowledges that the Services and Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7. Confidential information**
- 7.1 Each party will:
- 7.1.1 keep confidential and not disclose the Confidential Information to any person save as expressly permitted by this Clause 7;
- 7.1.2 protect the Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and
- 7.1.3 without prejudice to the generality of Clause 7.1.2, deploy and maintain the security systems and technologies in relation to the Confidential Information held on the Platform or otherwise held by a party.
- 7.2 Confidential Information may be disclosed by a party to its officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Licensee Confidential Information disclosed and has a need to know such Confidential Information.
- 7.3 The obligations set out in this Clause 7 shall not apply to:
- 7.3.1 Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- 7.3.2 Confidential Information that is in possession of a party prior to disclosure by the other party;
- 7.3.3 Confidential Information that is received by a party from an independent third party who has a right to disclose the relevant Confidential Information; or
- 7.3.4 Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party holding Confidential Information of the other must where permitted by law give to the other prompt written notice of the disclosure requirement.
- 7.4 This clause 7 shall remain in full force and effect, despite any termination of the Licence of this Agreement.
- 8. Charges and Payments**
- 8.1 In consideration for the provision of the Services the Licensee shall pay to AITL the Charges in accordance with the terms of the Agreement.
- 8.2 AITL shall invoice the Licensee at the end of each month for Services performed during that month, or as otherwise agreed in writing between the parties.
- 8.3 The Licensee shall pay each invoice submitted to it by AITL within 45 days of receipt and to a bank account nominated in writing by AITL from time to time.
- 8.4 The currency of this Agreement is pounds sterling and all amounts due under this Agreement shall be invoiced in pounds sterling. The Licensee shall have the option of paying all amounts due under this Agreement in either sterling or the Licensee's local currency. If the Licensee makes payment of any amount due under this Agreement in local currency, it shall pay AITL on written demand any shortfall from the sterling amount invoiced that arises when the amount paid in local currency is converted into sterling, along with any bank or other costs of conversion incurred by AITL, provided however that the Licensee shall have no obligation to pay any shortfall that is less than 1% of the corresponding sterling amount owed.
- 8.5 Without prejudice to any other right or remedy that it may have, if the Licensee fails to pay AITL any sum due under this Agreement on the due date:
- 8.5.1 the Licensee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.5.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 8.5.2 AITL may suspend all or part of the Services or the Platform until payment has been made in full.
- 8.6 All sums payable to AITL under this agreement:

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- 8.6.1 are exclusive of VAT (and other applicable sales taxes), and, if applicable to the Licensee, the Licensee shall in addition pay an amount equal to any VAT (and other applicable sales taxes) chargeable on those sums on delivery of a VAT invoice; and
- 8.6.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9. Intellectual Property Rights**
- 9.1 The Licensee acknowledges that all Intellectual Property Rights in connection with the Platform and, subject to clause 9.3, in connection with the Services are, and shall remain, the property of AITL.
- 9.2 The Licensee and its Authorised Users shall have no rights in or to the Platform or the Content other than those expressly granted in accordance with these Standard Terms and Conditions.
- 9.3 The Licensee shall own all Intellectual Property Rights in and to all of the Licensee Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Content.
- 9.4 The Licensee grants to AITL a non-exclusive licence to store, copy and otherwise use the Licensee Content on the Platform only for the purposes of operating the Platform for the Licensee, providing the Services to the Licensee, fulfilling its other obligations under the Agreement, and exercising its rights under the Agreement.
- 9.5 The Licensee may not disassemble, decompile, reverse translate, or in any other manner decode the Platform, without the prior consent of AITL or except as permitted by law.
- 9.6 AITL shall defend the Licensee or, at its option, settle any claim or action brought against the Licensee alleging that the possession or use of the Platform (or any part thereof) in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third party and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Licensee as a result of or in connection with any such claim. For the avoidance of doubt, clause 9.6 shall not apply where the claim in question is attributable to possession or use of the Platform (or any part thereof) by the Licensee other than in accordance with the terms of this Agreement, use of the Platform in combination with any hardware or software not supplied or specified by AITL if the infringement would have been avoided by the use of the Platform not so combined, or use of a non-current release of the Platform.
- 10. Data Protection**
- 10.1 Both parties shall comply with all applicable requirements under the Data Protection Legislation and neither party shall by its act or omission cause the other party to be in breach of the Data Protection Legislation.
- 10.2 AITL will comply with the data processing provisions set out in Schedule 1.
- 10.3 The Licensee warrants that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to AITL for the duration and purposes of this Agreement so that AITL may lawfully use, process and transfer the personal data in accordance with this Agreement on the Licensee's behalf.
- 10.4 The Licensee undertakes, throughout the term of the Agreement, to:
- 10.4.1 provide AITL with the Licensee Personal Data;
- 10.4.2 document in writing any additional instructions regarding the processing of data by AITL;
- 10.4.3 ensure, prior to and during the period of processing, compliance with the obligations set out in the Data Protection Legislation by AITL; and
- 10.4.4 supervise the data processing by AITL.
- 11. Limitation of Liability**
- 11.1 Subject to clause 11.4, neither party shall be liable to the other, whether in contract, tort, for breach of statutory duty or otherwise arising under or in connection with the Agreement for loss of profits, loss of or damage to goodwill, loss of use or corruption of software, data or information, loss under or in relation to any other contract, or any indirect or consequential loss.
- 11.2 Except in respect of clauses 3.6 and 11.4 (where liability shall be unlimited), AITL's and the Licensee's total liability in any year to the other party arising from any claim by the other party, of whatsoever nature, shall be limited to the equivalent of the total sums paid by the Licensee to AITL under the Agreement during that year.
- 11.3 Subject to clause 11.4, AITL shall not be liable to the Licensee for any loss or damage incurred, whether direct or indirect, as a result of any Authorised User's breach of the Acceptable Use Restrictions as described in clause 16 of the EULA.
- 11.4 Neither party excludes or limits liability to the other party for:
- 11.4.1 death or personal injury caused by its negligence;
- 11.4.2 fraud or fraudulent misrepresentation; or
- 11.4.3 any other liability which cannot be limited or excluded by applicable law.
- 12. Termination**
- 12.1 Without affecting any accrued or other right or remedy available to AITL or the Licensee either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 12.1.1 the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- 12.1.2 the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 12.1.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 12.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts; or goes into administration or liquidation either compulsorily or voluntarily (save for the purposes of solvent reconstruction or amalgamation); or the other party (being an individual) is the subject of a bankruptcy petition or order; or if a receiver or administrative receiver is appointed in respect of the whole or any part of its assets; or if either party makes an assignment for the benefit of or composition with its creditors generally; or if it ceases to trade; or
- 12.1.5 threatens to do any of the aforementioned things; or if any analogous events occur with respect to either party in any jurisdiction to which it is subject.
- 13. Effects of termination**
- 13.1 Upon termination of the Agreement any clauses that are intended to remain in effect shall do so.
- 13.2 Termination of the Agreement will not affect either party's accrued liabilities and rights as at the date of termination.
- 13.3 AITL may retain any document (including any electronic document) containing Licensee Confidential Information after the termination of the Agreement if:
- 13.3.1 AITL is obliged to retain such document by any law or regulation or other rule enforceable against AITL; or
- 13.3.2 the document in question is a letter, fax, email, Platform Contract, invoice, receipt or similar document addressed to AITL.
- 14. Force Majeure**
- 14.1 A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 14.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 14.1.2 epidemic or pandemic;
- 14.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 14.1.4 nuclear, chemical or biological contamination or sonic boom;
- 14.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- 14.1.6 collapse of buildings, fire, explosion or accident;
- 14.1.7 non-performance by suppliers or subcontractors; and
- 14.1.8 interruption or failure of utility service.
- 14.2 Provided it has complied with clause 14.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise be liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 14.4 The Affected Party shall:
- 14.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

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14.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate this Agreement by giving 4 weeks' written notice to the Affected Party, unless such Force Majeure Event is that as stipulated in clause 14.1.2, in which case the party not affected may only reschedule or extend performance of the Agreement to a future date, and shall not be entitled to terminate this Agreement.

15. Notices

15.1 Any notice given under the Agreement shall be in writing and shall be deemed to have been received (a) if delivered by hand on the date of delivery (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 a.m. on the second day after posting or at the time recorded by the delivery service (c) if sent by email at 9.00 a.m. on the next day after transmission. For the purposes of this clause, "writing" shall include e-mail.

16. General

16.1 If a clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other clauses of the Agreement will continue in effect.

16.2 These Standard Terms and Conditions may not be varied.

17. Assignment and subcontracting

17.1 Subject to clause 17.3, this Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17.3 Either party may assign or subcontract any or all of its rights and obligations under this Agreement to a member of its Group for so long as that company remains a member of the assignor's group. The assignor shall procure that such company assigns any rights assigned to it in accordance with this Clause 17.3 back to the assignor or another member of the assignor's Group immediately before it ceases to be a member of the assignor's Group.

18. Governing Law and Jurisdiction

18.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims)

1. Introduction

- 1.1. AITL has implemented processes and policies which are designed to ensure that personal data is:
 - 1.2. Processed lawfully, fairly and in a transparent manner;
 - 1.3. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - 1.4. Adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
 - 1.5. Accurate and, where necessary, kept up-to-date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
 - 1.6. AITL has entered into standard contract clauses between itself and its US sister company to provide for an adequate level of protection for personal data transferred to and from the EEA.
 - 1.7. Additional Definitions: In this Schedule 1, the following terms shall have the following meanings:
 - (a) “controller”, “processor”, “data subject”, “personal data”, and “processing” (and “process”) shall have the meanings given in the Data Protection Legislation;
 - (b) “Model Clauses” means the Commission decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries (2010/87/EU).
 - 1.8. The Licensee (the controller) appoints AITL (as processor) to process Event Registration information including; name, job role, company, business contact information, event preferences and the contents of communications exchanged in the APP(s) or Platform(s) (the “Licensee Personal Data”).
 - 1.9. AITL shall process the Licensee Personal Data as a processor only for the purposes of carrying out its obligations under the Agreement and strictly in accordance with the documented instructions of the Licensee (the “Permitted Purpose”), except where otherwise required by any EU (or any EU Member State) law applicable to the Licensee, in which case it shall advise the Licensee immediately of the conflict between the Licensee’s instructions and the applicable law.
 - 1.10. AITL will maintain a list of sub-processors and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data. AITL warrants that it shall not add any sub-processor to the list without carrying out all necessary measures to ensure that the sub-processor is compliant with the Data Protection Legislation. If the Licensee refuses to consent to AITL’s appointment of a third party sub-processor on reasonable grounds relating to the protection of the Licensee Personal Data, then either AITL will not appoint the sub-processor or the Licensee may elect to suspend or terminate this Agreement without penalty.
 - 1.11. If AITL believes or becomes aware that its processing of the Licensee Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform the Licensee and provide the Licensee with all such assistance as the Licensee may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
 - 1.12. Upon termination or expiry of this Agreement, AITL shall (at the Licensee’s election) destroy or return to the Licensee all data (including all copies of the Licensee Personal Data) in its possession or control (including any Licensee Personal Data subcontracted to a third party for processing). This requirement shall not apply to the extent that AITL is required by any EU (or any EU Member State) law to retain some or all of the Licensee Personal Data, in which event AITL shall isolate and protect the Licensee Personal Data from any further processing except to the extent required by such law.
 - 1.13. The Licensee consents to the following transfers of data:
 - (a) From AITL in the UK to AITL’s affiliated company in the USA on the basis of the Model Clauses.

2. AITL Obligations

- 2.1. AITL shall:
 - 2.2. Keep personal data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods, insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to implementation of the appropriate technical and organisational measures in order to safeguard the rights and freedoms of individuals;
 - 2.3. Process personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against loss, destruction or damage, using appropriate technical or organisational measures;
 - 2.4. Follow Licensee’s prior written instructions;

- 2.5. Taking into account the nature of the processing and the information available, preserve so far as possible the security of the personal data including protecting it against unauthorised or unlawful processing and against accidental or unlawful loss, destruction, damage, alteration, disclosure, theft, manipulation or interception;
- 2.6. Have in place appropriate technical, security and organisational measures to protect the data against loss, destruction, damage, alteration or disclosure;
- 2.7. Not change, remove or alter the data or share it with any third party without our permission;
- 2.8. Keep the data separate from any other data AITL processes;
- 2.9. Ensure that only AITL staff who need to access the data are granted access and that all staff: are reliable and trustworthy; have been trained on data protection; have been told the data is confidential; have signed a duty of confidentiality; do not process personal data except on instructions from AITL, unless required to do so by Union or Member State law; and comply with the obligations set out in these Standard Terms and Conditions;
- 2.10. Notify the Licensee within 24 hours of AITL first becoming aware of an any incident that means AITL or any relevant subcontractor(s) have breached the Data Protection Legislation, or any data breach has occurred;
- 2.11. Notify the Licensee within 48 hours of receipt, if AITL receives: any request from a relevant data subject to exercise their rights under the Data Protection Legislation (e.g. if they make a subject access request); or a complaint or any communication from the Information Commissioner’s Office (“ICO”);
- 2.12. Implement processes to assist the Licensee if a data subject exercises their rights under the Data Protection Legislation;
- 2.13. Allow the Licensee, at a reasonable time, access to audit all records, files, tapes, computer systems, or any other relevant information;
- 2.14. Assist the Licensee if the Licensee needs to carry out a data privacy impact assessment, or if the Licensee needs to consult with and cooperate with the ICO or any other regulator;
- 2.15. Notify the Licensee immediately, if AITL believes the Licensee’s instructions are unlawful; and
- 2.16. At the end of the Agreement, or if the Licensee asks AITL to at any time during the Agreement, return or delete all the data AITL has, unless EU or Member State law requires it to be stored and require any subcontractor to do the same.

3. Data Processing Records

- 3.1. AITL will keep the following written records Keep records of its processing activities and make these available to the Licensee and any supervisory authority on request:
 - 3.2. the types and categories of personal data and AITL’s processing activities carried out on behalf of the Licensee and any other data controller;
 - 3.3. information on overseas transfers;
 - 3.4. a general description of security measures; why and how the data is being processed;
 - 3.5. the purpose of the processing;
 - 3.6. any special categories of data including sensitive personal data;
 - 3.7. the categories of data subjects; who AITL shares the data with;
 - 3.8. how long AITL retain data for;
 - 3.9. AITL’s name and contact details and those of each controller on behalf of which AITL is acting, and, where applicable, those of the Licensee’s and AITL’s representative, and of the Licensee’s data protection officer.

4. Data Export

- 4.1. AITL will not transfer or otherwise process any personal data outside of the EEA unless the following conditions are fulfilled:
 - 4.2. AITL has provided appropriate safeguards in relation to the transfer;
 - 4.3. The data subject has enforceable rights and effective legal remedies;
 - 4.4. AITL complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred, for example by use of the EU Commissions’ standard contractual clauses for data transfers between AITL and its servers based outside the EEA; and
 - 4.5. AITL complies with reasonable instructions notified to it in advance by the Licensee with respect to the processing of the personal data.

5. Assistance to the Licensee

- 5.1. AITL will provide reasonable assistance, information and cooperation to the Licensee in respect of any claim, complaint, and/or exercise or purported exercise of rights by a Data Subject under Data Protection Legislation or any notice, investigation or enforcement activity by a regulatory authority or any other regulator, which relates to or is connected with the Processing of Licensee Personal Data provided that AITL may charge the Licensee on a time and materials basis in the event that AITL consider, in its reasonable discretion, that such assistance is onerous, complex, frequent or time consuming;

6. Sub Processors

- 6.1. AITL may engage such other processors (“Sub Processors”) as AITL considers reasonably appropriate for the processing of the Licensee Personal Data in accordance with the terms of this Agreement (including in connection with support, maintenance and development, staff augmentation and the use of third party data centres) provided that AITL shall notify the Licensee of the addition or replacement of such Sub Processors and the Licensee may, on reasonable grounds, object to a Sub Processor by notifying AITL in writing within 5 days of receipt of notification, giving reasons for the Licensee’s objection. Where the Licensee objects to a Sub Processor, the parties shall work together to reach agreement on the engagement of Sub Processors. AITL shall require all Sub Processors to enter into an agreement of equivalent effect to the terms contained in this Schedule 1.

7. Security measures

- 7.1. AITL shall implement all security measures and processes necessary to ensure a level of security appropriate to the risk (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and the risks of processing, in particular from accidental or unlawful loss, destruction, damage, alteration, disclosure of or access to personal data transmitted, stored or otherwise processed)

8. Changes to this Schedule 1

- 8.1. AITL reserves the right to amend the provisions of this Schedule 1 on written notice to the Licensee if AITL considers it reasonably necessary as a result of any changes in law or practice relating to the protection or treatment of Personal Data.

9. Applicable Laws

- 9.1. Where AITL is relying on the laws of a member of the European Union or European Union Law or Data Protection Legislation (“Applicable Laws”) as the basis for processing the Licensee Personal Data, AITL shall promptly notify the Licensee of this before performing the processing required by such Applicable Laws unless those Applicable Laws prohibit AITL from so notifying the Licensee.

- This Service Level Agreement (“SLA”) is the Service Level Agreement referred to in the AITL Standard Terms and Conditions between AITL and the Licensee identified on the Platform Contract.
 - The defined terms in the AITL Standard Terms and Conditions shall apply to this SLA.
1. **AITL shall provide the Platform as follows:**
 - 1.1. **Availability:** Each calendar month, the Platform shall be available to Licensee at least 99.99% of the time. Availability is calculated as the total actual available minutes divided by total possible uptime minutes (less the permitted downtime described in paragraph 1.2 below) in a calendar month.
 - 1.2. **Permitted Downtime:** Total possible uptime minutes does not include downtime minutes:
 - (a) required in order to perform the maintenance services described in paragraph 1.4 below;
 - (b) Licensee-caused or third party-caused outages or disruptions;
 - (c) as a result of outages, disruptions or emergency maintenance attributable in whole or in part to force majeure events within the meaning of paragraph 1.5 below.
 - 1.3. **Non-availability:** The Platform is not available when the Software Services, or a substantial part or essential feature thereof, is non-operational. It is expressly noted that the inability for one or more Users to access Licensee Data via the Platform shall not be regarded as downtime, unless the inability is due to the Platform, or a substantial part or essential feature thereof, being non-operational.
 - 1.4. **Maintenance Services:** Each night between 00:00 and 02:00 (UK time), the Platform may be unavailable in order for AITL to perform back-up, support, maintenance and upgrades of the software. AITL will use its reasonable endeavours to schedule all service and maintenance activities during this maintenance window.
 - 1.5. **Force Majeure:** The Platform may be unavailable in situations where a Force Majeure Event occurs in accordance with clause 14 of the AITL Standard Terms and Conditions.
 - 1.6. **Informing AITL:** Any problems relating to the Platform should be notified by the Licensee to AITL using the following service e-mail address: []

AITL Standard Terms and Conditions

- **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.**

1. WHO WE ARE AND WHAT THIS AGREEMENT DOES

1.1. We, All In the Loop Ltd of Boundary Works, Chelford Road, Ollerton, Knutsford, Cheshire, WA16 8TA license you to use:

- (a) All In The Loop mobile application software which may include but not be limited to a Web App, iOS App, Android App, and Content Management System, the data supplied with the software, and any updates or supplements to it (**Platform**).
- (b) The related online documentation (**Documentation**).
- (c) as permitted in these terms.

1.2. The Service is provided in connection with a Partner. Our “Partner” is the company whose name and logo, events and content are featured in the Platform. The Partner allows you to use the content it supplies through the Platform (the “Service”) subject to the provisions of these terms. The Partner will be entitled to enforce the terms of this Agreement directly against you as a third party beneficiary (and you are deemed to have accepted this right).

2. YOUR PRIVACY

2.1. We only use any personal data we collect through your use of the Platform and the Services in the ways set out in our privacy policy.

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

3. APP STORE TERMS ALSO APPLY

3.1. The ways in which you can use the Platform and Documentation may also be controlled by the Apple’s App Store or Google Play Store’s rules and policies and these rules and policies will apply instead of these terms where there are differences between the two.

4. OPERATING SYSTEM REQUIREMENTS

4.1. This Platform requires a device operating either Android version [] or iOS [] or such other later versions as may be released from time to time

5. SUPPORT FOR THE PLATFORM AND HOW TO TELL US ABOUT PROBLEMS

5.1. Support. If you want to learn more about the Platform or the Service or have any problems using them please take a look at our support resources at [NAME OF WEBSITE].

5.2. Contacting us (including with complaints). If you think the Platform or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at [EMAIL ADDRESS].

5.3. How we will communicate with you. If we have to contact you we will do so by email using the contact details you have provided to us.

6. SERVICE LEVELS

6.1. AITL shall provide the Platform as follows:

6.2. Availability: Each calendar month, the Platform shall be available to Licensee at least 99% of the time. Availability is calculated as the total actual available minutes divided by total possible uptime minutes (less the permitted downtime described in paragraph in a calendar month.

6.3. Permitted Downtime: Total possible uptime minutes does not include downtime minutes:

6.4. required in order to perform the maintenance services described in paragraph ;

6.5. Licensee-caused or third party-caused outages or disruptions;

6.6. as a result of outages, disruptions or emergency maintenance attributable in whole or in part to force majeure events within the meaning of paragraph.

6.7. Non-availability: The Platform is not available when the Software Services, or a substantial part or essential feature thereof, is non-operational. It is expressly noted that the inability for one or more Users to access Licensee Data via the Platform shall not be regarded as downtime, unless the inability is due to the Platform, or a substantial part or essential feature thereof, being non-operational.

6.8. Maintenance Services: Each night between 00:00 and 02:00 (UK time), the Platform may be unavailable in order for AITL to perform back-up, support, maintenance and upgrades of the software. AITL will use its reasonable endeavours to schedule all service and maintenance activities during this maintenance window.

6.9. Force Majeure: The Platform may be unavailable in situations involving causes beyond AITL’s reasonable control such as security threat, virus alert, service attack, power outages or other outages related to third parties. In such circumstances, AITL may perform emergency maintenance and will notify the Licensee (to the extent

Schedule 3 – End User Licence Agreement (“EULA”)

possible) by telephone or e-mail promptly upon AITL receiving knowledge of such event. AITL will inform the Licensee of the threat or problem, the response actions undertaken or proposed to be taken by AITL to react to such threat or problem, the estimated duration of the downtime (if known), as well as any recommended actions to be taken by the Licensee to minimize the impact of the threat or problem and/or identify and repair the problems caused by threat or problem. To the extent that any situation referred to in this paragraph is the result of or arise from any condition, circumstance or event caused by or under the control of the Licensee or any third party providing products or services to the Licensee, the Licensee shall use its best efforts to (and/or to cause its provider(s) to) eliminate or mitigate to the greatest extent possible such conditions, circumstances or events.

7. HOW YOU MAY USE THE PLATFORM, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

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

(a) download a copy of the Platform onto [NUMBER AND DESCRIPTION OF MOBILE TELEPHONE OR HANDHELD DEVICES ONTO WHICH Platform MAY BE DOWNLOADED] and view, use and display the Platform and the Service on such devices for your personal purposes only. [In addition you may share the Platform and the Service in accordance with the rules set out in [LINK TO APPSTORE RULES ON FAMILY SHARING]].

(b) use any Documentation to support your permitted use of the Platform and the Service.

(c) provided you comply with the [LINK TO “LICENCE RESTRICTIONS”], make up to [NUMBER] copies of the Platform [and the Documentation] for back-up purposes; and

(d) receive and use any free supplementary software code or update of the Platform incorporating “patches” and corrections of errors as we may provide to you.

8. YOU MUST BE 18 TO ACCEPT THESE TERMS AND DOWNLOAD THE PLATFORM

8.1. You must be 18 or over to accept these terms and download the Platform.

9. YOU MAY NOT TRANSFER THE PLATFORM TO SOMEONE ELSE

9.1. We are giving you personally the right to use the Platform and the Service as set out above [LINK TO “HOW YOU MAY USE THE PLATFORM”]. Whilst you may have sharing rights as set out above, you may not otherwise transfer the Platform or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the Platform is installed, you must remove the Platform from it.

9.2. Where We have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

10. CHANGES TO THESE TERMS

10.1. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

10.2. 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 Platform.

10.3. If you do not accept the notified changes you [may continue to use the Platform and the Service in accordance with the existing terms but certain new features may not be available to you OR will not be permitted to continue to use the Platform and the Service.

11. UPDATES TO THE PLATFORM AND CHANGES TO THE SERVICE

11.1. From time to time we may automatically update the Platform 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 Platform for these reasons.

11.2. 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 Platform and the Services.

11.3. The Platform will always [work with the current or previous version of the operating system (as it may be updated from time to time) and] match the description of it provided to you when you bought it].

12. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

12.1. If you download the Platform 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.

13. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

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

14. WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

- 14.1. [Certain Services [including [NAME OF SERVICES]], will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the Platform on the device. If you use these Services, you consent to us and our affiliates’ and licensees’ transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.
- 14.2. You may stop us collecting such data at any time by turning off the location services settings on [LOCATION OF SETTINGS].]

15. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

- 15.1. The Platform, any Service or content contained in them 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).
- 15.2. 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.

16. LICENCE RESTRICTIONS

- 16.1. You agree that you will:
- 16.2. [except in the course of permitted sharing (see [LINK TO “HOW YOU MAY USE THE APP”])] not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Services in any form, in whole or in part to any person without prior written consent from us;
- 16.3. not copy the Platform, Documentation or Services, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
- 16.4. not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform, Documentation or Services nor permit the Platform 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 Platform and the Services on devices as permitted in these terms;
- 16.5. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform 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 Platform to obtain the information necessary to create an independent program that can be operated with the Platform or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
- 16.6. 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
- 16.7. is not used to create any software that is substantially similar in its expression to the Platform;
- 16.8. is kept secure; and
- 16.9. is used only for the Permitted Objective;
- 16.10. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service;
- 16.11. obtain all necessary consents and/or permissions required under all applicable laws, regarding the posting, transmission, and publication of any personal data and/or image of any person.

17. ACCEPTABLE USE RESTRICTIONS

- 17.1. You must:
- 17.2. not use the Platform 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, uploading, or inserting malicious code, such as viruses, worms, Trojan Horse, time bombs, web bugs, spyware, malware, or any other harmful data, into the Platform, any Service or any operating system that is intended to damage or hijack the operation of any software or any other actually or potentially harmful, disruptive, or invasive component;
- 17.3. not infringe our intellectual property rights or those of any third party in relation to your use of the Platform or any Service[, including by the submission of any material] (to the extent that such use is not licensed by these terms);
- 17.4. not submit, transmit or display any material in a context which may be deemed as defamatory, libellous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which is otherwise objectionable and violates the rights of All In The Loop or

- any third party, or otherwise shows any person, entity, or brand in a bad or disparaging light, in relation to your use of the Platform or any Service;
- 17.5. not upload, insert, collect or otherwise make available within the All In The Loop services (or any part thereof) any malicious, unlawful, defamatory or obscene material;
- 17.6. not act in a manner which might be perceived as damaging to All In The Loop’s reputation and goodwill or which may bring All In The Loop into disrepute or harm;
- 17.7. not impersonate any person or entity or provide false information on the Platform, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send using the Platform;
- 17.8. not use any of our Services and/or the Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, “chain letters”, “pyramid schemes” or similar conduct, or otherwise engage in unethical marketing or advertising;
- 17.9. not use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 17.10. 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, including using any illegal action to collect login data and/or passwords for other websites, third parties, software or services.
- 18. INTELLECTUAL PROPERTY RIGHTS**
- 18.1. All intellectual property rights in the Platform, the Documentation and the Services throughout the world belong to us (or our Partner or our licensors) and the rights in the Platform and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Platform, the Documentation or the Services other than the right to use them in accordance with these terms.
- 19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 19.1. The Platform is not provided for consumer use. In using this Platform you are doing so in the course of your trade, business or profession and accordingly you are not a consumer for the purposes of any consumer protection law.
- 19.2. Neither We or the Partner are liable for any loss or damage incurred, whether directly or indirectly, as a result of your breach of clause 16 (Acceptable Use).
- 19.3. Neither We or the Partner are liable for business losses. Neither We or the Partner will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 19.4. Our liability (and that of our Partner) for any loss or damage suffered by you will be limited to £50 (which we agree is reasonable given that the Platform is provided free of charge).
- 19.5. Neither We or the Partner 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.
- 19.6. Limitations to the Platform and the Services. The Platform and the Services are provided for general information 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 Platform or the Service. Although we make reasonable efforts to update the information provided by the Platform and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 19.7. Check that the Platform and the Services are suitable for you. The Platform and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Platform and the Services (as described on the appstore site and in the Documentation) meet your requirements.
- 19.8. Neither We or the Partner are responsible for events outside our control. If the provision of the Services or support for the Platform 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.
- 20. WE MAY END YOUR RIGHTS TO USE THE PLATFORM AND THE SERVICES IF YOU BREACH THESE TERMS**
- 20.1. We may end your rights to use the Platform 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.
- 20.2. If we end your rights to use the Platform and Services:

- 20.3. You must stop all activities authorised by these terms, including your use of the Platform and any Services.
- 20.4. You must delete or remove the Platform from all devices in your possession and immediately destroy all copies of the Platform which you have and confirm to us that you have done this.
- 20.5. We may remotely access your devices and remove the Platform from them and cease providing you with access to the Services.
- 21. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**
- 21.1. 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.
- 22. YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**
- 22.1. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 23. NO RIGHTS FOR THIRD PARTIES**
- 23.1. Save for the Partner’s rights to enforce this agreement directly, 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.
- 24. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**
- 24.1. 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.
- 25. EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**
- 25.1. 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.
- 26. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**
- 26.1. 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.
- 27. ALTERNATIVE DISPUTE RESOLUTION**
- 27.1. Please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.