



MOBILE APP TERMS AND CONDITIONS

Full terms and conditions applicable to all parties signing up to the App. Last updated: 03/11/2020.

Welcome to the Pagoda Projects App (powered by Padoq)!

We appreciate reading 15 pages of legal talk is not for everyone, so we wanted to simplify the core propositions of the Pagoda Projects App into an easy-to-read introduction. Please note, this does not include EVERYTHING covered in the terms of service, but it does highlight what we think are the most relevant things users need to know.

- **Data** – We take data privacy seriously and do not use your personally identifiable data (PID) for anything outside of identifying that you are truly who you say you are, and ensuring you don't see inappropriate content. We will never use your PID for our own commercial gain.
- **Content** – The Pagoda Projects App is designed as a safe place for people to come and talk about their hobbies, interests and things they are passionate about. It is not the place for criminal activity, racism, sexism, bullying and quite simply anything that could be deemed inappropriate for the eyes of another user on the platform. We want the Pagoda Projects App to be a tool for good people to do good things, and we ask you as part of our community to help uphold these principles.
- **Payments** – We are partnered with licensed e-money issuer MangoPay to power our payments. This ensures all your and other users' money is secure and guaranteed when uploaded into a MangoPay-powered App wallet.
- **Groups Admins** – If you are joining a group, it is important you are aware of who administers the group, particularly if you are intending to submit any personal information or facilitate payment transactions. Any data collected by the group itself through posts, surveys or required information requests, is controlled by the group Admin who is always a Pagoda Projects staff member. Please ensure that you are careful when submitting personal information and that you know exactly what it is being used for. We really hope you enjoy using the Pagoda Projects App and appreciate the many different types of uses we see for it. We encourage you to recommend improvements to the platform, as well as recommend it to people you think it might be useful for.

Now for the fun stuff.

BY CLICKING ON THE "ACCEPT & CONTINUE" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS PLEASE DON'T USE THE PAGODA PROJECTS APP. YOUR USE OF THE PAGODA PROJECTS APP IS SUBJECT TO THESE TERMS.

Definition of Terms

'Padoq Limited' (PADOQ)	– The developers and owners of the mobile application software
'Pagoda Projects Ltd' (Pagoda Projects)	– The company administering the App
'Pagoda Projects App' (the App)	– The technology platform owned and operated by Padoq Limited and Pagoda Projects Ltd
'A Group'	– A group or community on the 'Pagoda Projects App'
'Terms'	– Refers to these terms and conditions
'Group Admin'	– The administrator of a 'Group' created on the 'Pagoda Projects App'

Who We Are and What This Agreement Does

Under these terms of service, we, Padoq Limited of Hanleys, Spring Road, Hale, Altrincham, Cheshire, WA14 2UQ, license you to use:

- * The Padoq 1.0 mobile application software (App) and any updates or supplements to it; furthermore we, Pagoda Projects Ltd of 113-115 Portland Street, Manchester, M1 2DW, license you to use:
- * The related online documentation (Documentation);



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* The service you connect to via the App and the content we provide to you through it (Service); and on our website at <https://pagodaprojects.com> as permitted in these terms.

You Must be 13 to Accept these Terms and Download the App

You must be 13 or over to accept these terms and download the App. A parent or legal guardian can create sub-accounts (to their own Pagoda Projects account) which can be used by children under the age of 13. The main account holder can control and limit the content children have access to on their sub-account. The main account holder will be responsible for monitoring the sub-account holder's activities. By creating a sub-account you are authorising the children's use of the App.

A. OTHER TERMS THAT MAY APPLY

Your Privacy

We only use any personal data we collect through your use of the App and the Service in the ways set out in our privacy policy (<https://pagodaprojects.com/documents/privacy-policy.pdf>). You acknowledge that, by its nature, posts that you make using the App or Service are visible to other members of Groups you join within the App. You should not post information that you want to keep confidential. You acknowledge that by joining a Group you consent to use of your data collected by the beneficial owner of the Group and their partners; and accept that we bear no responsibility for the activities of the Group Admin and their partners, affiliates on onward transmission of your data. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. You are responsible for ensuring that you connect to secure networks when using the App to reduce the risk of information being intercepted.

Apple Store And Google Play's Terms Also Apply

The ways in which you can use the App and Documentation may also be controlled by Apple Store and Google Play's rules and policies (<https://developer.apple.com/app-store/review/guidelines/> & https://play.google.com/about/developer-content-policy/#!?modal_active=none) and Apple Store and Google Play's rules and policies will apply instead of these terms where there are differences between the two.

B. THE APP AND YOUR DEVICE

Operating System Requirements

This app requires a device operating either the Android version 5.0 Lollipop or iOS 10 or such other later versions as may be released from time to time.

Support For The App And How To Tell Us About Problems Support.

If you want to learn more about the App or the Service or have any problems using them please take a look at the FAQs on the App. Contacting us (including with complaints). If you think the App or the Service are faulty or misdescribed or wish to contact us for any other reason please raise an issue via our App Helpdesk <https://pagodaprojects.com/app-helpdesk/>.

How We Will Communicate with You.

If we have to contact you we will do so either through the App, by email, or by SMS, using the contact details you have provided to us.

How You May Use The App, Including How Many Devices You May Use It On

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

- * download or stream a copy of the App onto any number of compatible devices and view, use and display the App and the Service on such devices for your personal or organisational purposes only.
- * use any Documentation to support your permitted use of the App and the Service.



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- * provided you comply with these terms, make a copy of the App for back-up purposes; and
- * receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

C. ACCEPTABLE USE OF THE APP AND ITS FEATURES

Safety

We do our best to keep the Pagoda Projects App a safe and trustworthy environment, but we cannot guarantee it. We need your help to keep the App safe and trustworthy, which includes the following commitments by you:

1. You will not post unauthorised commercial communications (including advertising & spam) on the Pagoda Projects App.
2. You will not collect users’ content or information, or otherwise access the Pagoda Projects App, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not share any personal data (as defined in the Data Protection Legislation) where it is unnecessary to do so.
4. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Pagoda Projects App.
5. You will not upload viruses or other malicious code.
6. You will not solicit login information or access an account belonging to someone else.
7. You will not bully, intimidate, or harass any user.
8. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
9. You will not post any content on the Pagoda Projects App that is illegal under UK law or under the laws of the countries where you or other members of the Group reside or view content in.
10. You will not use the Pagoda Projects App to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Pagoda Projects App.
12. You will not facilitate or encourage any violations of these terms or our policies.
13. You will not impersonate anyone (including by using false details to create profiles).
14. If you see anything that you feel is inappropriate you shall report it to us via the App Helpdesk or directly to the Group Admin on the App.
15. You will cooperate with valid law enforcement requests.
16. You will not post implied links to inappropriate content.

Protecting Other People’s Rights

We respect other people’s rights and expect you to do the same.

1. You will not post content or take any action on the Pagoda Projects App that infringes or violates someone else’s rights or otherwise violates the law.
2. If you repeatedly infringe other people’s intellectual property rights, we will disable your account when appropriate.
3. You will not use our copyrights or trademarks or any confusingly similar marks, except with our prior written permission.
4. If you collect information from users, you will: obtain their consent, make it clear you (and not the Pagoda Projects App) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
5. You will not post anyone’s identification documents or sensitive financial information on a Group without that person’s prior consent.
6. You will not tag users or send email invitations to non-users without their consent.

The Pagoda Projects App offers social reporting tools to enable users to provide feedback through the application.

Acceptable Use Restrictions



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You must:

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

Ownership Of Content

All intellectual property rights (if any) in the content posted by users on the App will be owned by that user. You grant Pagoda Projects Ltd and their disclosed partners or affiliates a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the content that you post on or through the App, subject to our Privacy Policy [<https://pagodaprojects.com/documents/privacy-policy.pdf>]. If a user deletes content from a Group, then that data will be deleted completely provided that we have no other legal grounds for retaining it (such as complying with law enforcement). We do not retain copies of that content.

Right to Takedown Content And Remove Users

The Pagoda Projects App is a family friendly communication platform and we are strictly against any inappropriate content being posted on the App. We retain the right to administer this content. We provide a reporting function whereby users can report content that is inappropriate to Group Admins. Any reported content will be notified to the Group Admin who may delete the content (if appropriate). We reserve the right to remove any content from the App and delete any user for any reason, without prior notice. We reserve the right to report any content to relevant authorities and security services if necessary. Please note you will not have the right to be forgotten if we have legal ground for processing your data.

Operating A Group

We allow users to create Groups. If you create a Group on the App then you are the administrator of that Group (Group Admin). In order to help us to keep the Pagoda Projects App as a family friendly communication platform we require Group Admins to (and as a Group Admin you agree to) provide the following commitments:

1. You are responsible for monitoring content posted in your Group.
2. You will ensure that members of your Group comply with these terms.
3. You will delete any content posted in your Group that does not comply with these terms.
4. You will be able to select adverts which are relevant to the members of your Group, but will ensure that no adverts are posted into the Group which circumvent the Pagoda Projects App advertising platform.
5. If you collect any data from the members of your Group (Group Data) then you are a Data Controller (as defined in the General Data Protection Regulation or any accompanying or subsequent data protection legislation in force from time to time (Data Protection Legislation) of that data as well as Pagoda Projects Ltd. You will comply with all your legal obligations under the Data Protection Legislation. You will indemnify us in respect of any breach of your obligations under such Data Protection Legislation.
6. Any data you collect can be exported and used only in connection with administering your Group.
7. You will not allow users of your Group to unnecessarily post, share or collect personal data (as defined in the Data Protection Legislation).
8. You will not sell any data that you collect from the Group or use the data for any illegal purpose or any purpose which the Group's members have not consented to.



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9. If you receive any complaint in relation to the content posted in your Group, or a particular member of your Group, then you will use all reasonable endeavours to resolve that complaint and take suitable action (e.g. deleting the content or removing the user from the Group).
10. You will remove any user from your Group if you become aware that such a user does not meet the minimum age limit for that Group.
11. You will inform us of any user that is posting inappropriate content.
12. You shall not set up a Group pretending to represent an official brand, club or other body where you do not have the appropriate permission.
13. You shall only collect such data from your members as may be necessary for the operation and running of your Group. Each Group has 5GB of storage. If you are an administrator of a Group that is not generating advertising revenue and you exceed the 5GB storage limit we may:
 - * Delete content (including messages and images) posted in your Group; and/or
 - * Propose and charge you a fee for increased storage.

Data Processor Contract (for Group Admins only)

This section applies to Group Admins only and sets out the Terms and Conditions (where a Group is processing personal data) on which Pagoda Projects will process personal data on behalf of the Group Admin in accordance with the Data Protection Legislation. Both parties will comply with all applicable requirements of the Data Protection Legislation.

1. The parties acknowledge that the Group Admin is a data controller of the Group Data, and where Pagoda Projects is processing personal data on behalf of the Group Admin and at the request of the Group Admin then to that effect Pagoda Projects is a data processor (as defined in the Data Protection Legislation) in relation to the Group Data.
2. The processing of personal data by Pagoda Projects shall be:
 1. for the sole purpose of helping the Group Admin administer their Group;
 2. provided for the duration that the Group Admin operates a Group; and
 3. in relation to Group member details (such as names, addresses and e-mail addresses).
3. The Group Admin will ensure that they have all necessary appropriate consents and notices in place to enable lawful collection of the Group Data for the duration and purposes set out above.
4. Pagoda Projects shall:
 1. process personal data only for the purposes of administering the Group (this constituting the written instructions of the Group Admin) unless Pagoda Projects is required by law to process personal data (Applicable Laws);
 2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); and
 3. ensure that all personnel who have access to and/or process personal data are committed to keep the personal data confidential.
5. Pagoda Projects will assist the Group Admin (at the Group Admin's cost) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
6. Pagoda Projects will:
 1. notify the Group Admin without undue delay on becoming aware of a personal data breach;
 2. at the written request of the Group Admin, delete or return Group Data and copies thereof to the Group Admin (on expiry of the duration set out above) unless required by Applicable Law to store the Group Data; and



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3. maintain complete and accurate records and information and allow for audits by the Group Admin or the Group Admin's designated auditor.
7. Pagoda Projects may authorise a third party ("Subcontractor") to process the Group Data provided that the Subcontractors' contract is on terms which are substantially the same as those set out in this agreement in relation to personal data and it notifies the Group Admin of the identity of such Subcontractor.
8. PADOQ and Pagoda Projects will not be liable for any claim brought by a data subject arising from any action or omission by Pagoda Projects or one of its Subcontractors, to the extent that such action or omission resulted directly from the Group Admin's instructions.

Money Transfers

Person-to-person transfer of electronic value ("P2P") may be made available to you at our sole discretion. The P2P service will be provided by Mangopay and it is your sole non-advised choice as to what services you or other members of Groups you are a member of use. Any use of the P2P service will be subject to their terms (https://www.mangopay.com/terms/end-user-terms-and-conditions/Mangopay_Terms-EN.pdf). If you use P2P, you also consent to the following applicable risks and other terms:

1. We may require that you provide more information in order to complete a transaction.
2. If you receive and accept a P2P transfer, you are liable to us for not only the payment, but also any fees that may result from a later invalidation of that payment for any reason, including, without limitation, if you lose a claim or a chargeback, or if the payment is reversed. You agree to allow us to recover any amounts due to us by debiting from your electronic value balance. If your electronic value balance is insufficient to cover this amount, we reserve the right to charge your funding instrument or take any other legal action to collect the funds to the full extent allowed by applicable law.
3. P2P use is at your sole risk, and we assume no responsibility for the underlying transaction of funds, or the actions or identity of any transfer recipient or sender. Disputes regarding funds are between you and the sender of a payment. If a sender files a claim for a chargeback after a P2P transaction, we are not responsible for determining the veracity of claims or the disposition of the payment.
4. Use of P2P may subject you to fees, including, without limitation, those from third parties, such as reversal charges or other fees for insufficient funds if your attempted payment is rejected.
5. P2P must be used in compliance with applicable law and may not be used in connection with any illegal or illicit transaction. If illegal or illicit transactions are reported or discovered, we reserve the right to take action, including, without limitation, the following, without notice to you: place a hold on your transactions; place a reserve on your funds; limit your ability to use the P2P service; report the activity to authorities or deactivate your account entirely.
6. Payments may be in the same currency, between wallet types, use of PSD2 / open banking services, between currencies. You authorise us to use a suitable method to route the payments where it is not just a simple wallet to wallet transfer within the same wallet type / provider / country as legally required or as we see fit. This may require multiple payment transactions to effect a single payment which we will show on a reconciliation ledger for you to match against your personal records.
7. Where you use the functionality for someone to pay on your behalf you retain all legal responsibility for the payment until they accept to pay on your behalf and have effectively contracted to pay for you.
8. The P2P service provider is the first point of recourse for any transaction related queries, although our customer services will always be here to help to the extent possible.

The fees for using the P2P service are set out below for an App wallet.

Data Store

We allow users of the App to store their data via a personal data store.

This service will be provided by PADOQ using HATDeX Limited technology and their terms and conditions will apply [<https://hatdex.org/terms-of-service-hat-owner-agreement>]. You will own any and all data in the App and license it for use by Pagoda Projects and PADOQ, Group owners and their partners & affiliates. We will own all derived and aggregated data.



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D. GENERAL

You May Not Transfer The App To Someone Else

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

Changes to These Terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App. If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

Updates to The App And Changes To The Service

From time to time we will 'issue' updates to the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. This will be 'issued' as an automatic update or if you opt out of automatic updates, you can choose to install the update manually. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Service. The App will always match the description of it provided to you when you downloaded it.

If Someone Else Owns the Phone or Device You Are Using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device. We May Collect Technical Data about Your Device By using the App or the Service, you agree to our collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any services to you.

We May Collect Location Data (But You Can Turn Location Services Off)

Certain 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 App 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 services. You may stop us collecting such data at any time by turning off the location services settings on your device settings. Turning these services off may require us to limit functionality or its effectiveness.

We Are Not Responsible For Other Websites You Link To

The App or Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Notifications

You can stop the App from sending you notifications by turning off notifications in the settings of your device. Turning off notification settings will prevent some of the App features to work.

Licence Restrictions

You agree that you will:

- * not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Service in any form, in whole or in part to any person without prior written consent from Pagoda Projects;



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- * not copy the App, Documentation or Service, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- * not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Service nor permit the App or the Service or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Service on devices as permitted in these terms;
- * not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Service nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
 - * 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
 - * is not used to create any software that is substantially similar in its expression to the App;
 - * is kept secure; and
 - * is used only for the Permitted Objective.
- * comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or Service.

Intellectual Property Rights (Other Than Content)

All intellectual property rights in the App, the Documentation and the Service throughout the world belong to Pagoda Projects Ltd & Padoq Limited (or our licensors) and the rights in the App and the Service are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Service other than the right to use them in accordance with these terms.

Our Responsibility for Loss or Damage Suffered By You

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

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or Subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied is proven to have solely damaged a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following reasonable precautions or our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

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

Limitations to the App and the Service.

The App and the Service are provided for general information and communication purposes only. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Service are suitable for you.



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The App and the Service have not been developed to meet your individual requirements. They have been developed for specific use as part of Pagoda Projects programmes and services. Please check that the facilities and functions of the App and the Service (as described on the AppStore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of services or support for the App or the Service 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 service you have paid for but not received.

We May End Your Rights to Use The App And The Service If You Break These Terms

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

- * You must stop all activities authorised by these terms, including your use of the App and Service.
- * You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

We May Transfer This Agreement to Someone Else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You Need Our Consent to Transfer Your Rights To Someone Else

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

No Rights for Third Parties

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

If A Court Finds Part Of This Contract Illegal, the Rest Will Continue In Force

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

Even If We Delay In Enforcing This Contract, We Can Still Enforce It Later

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

Which Laws Apply To This Contract and Where You May Bring Legal Proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. If you live outside of England, Scotland or Northern Ireland then you without limitation waive all rights to non-English laws or to take legal action outside of England. If you do enter into any legal action outside of England, Scotland or Northern Ireland then you agree without reservation to pay any and all legal costs that we consider appropriate to defend such actions.

Alternative Dispute Resolution

Please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.