

LICENCE TERMS & CONDITIONS

Last updated 27th June 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and BeBox Limited (“we,” “us” or “our”), concerning your access to and use of our mobile app known as the OPO app (the “App”) and our website [www.be-box.com] as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the App or the Site, you have read, understood, and agree to be bound by all of these Licence Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS and CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

BY BUYING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT BUY THE APP

Supplemental terms and conditions or documents that may be posted on the App or our Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised terms are posted.

The information provided on the App or Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the App or our Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The App and Site is intended for users who are at least 16 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the App and Site. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Site or our App.

WHO ARE WE AND WHAT DOES THIS AGREEMENT DO?

We are BeBox Limited, a company incorporated in England and Wales, with its registered office at 6 Percy Street, London, W1T 1DQ and our company number is **09660479**.

We hereby licence you to use:

- Our OPO mobile application software, the data supplied with the software, (App) and any updates or supplements to it.
- The related online documentation (“Documentation”).
- The service you connect to via the App and the content we provide to you through it (“Service”).

as permitted in these Terms and Conditions.

APPLE AND PLAY STORES’ TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by the Apple Store or Google Play (each an “App Distributor”) rules and policies to access the App: (1) the license granted to you for our App is limited to a non-transferable license to use the App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; and (4) you acknowledge and agree that the App Distributors are third-party beneficiaries of these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third-party beneficiary thereof.

OPERATING SYSTEM’S REQUIREMENTS

This App requires an iOS Apple iPhone device with a minimum 150MB of memory and the minimum of iOS operating system 10.

SUPPORT FOR THE SITE AND APP AND HOW TO TELL US ABOUT ANY PROBLEMS

Support. If you want to learn more about the Site, App or the Service or have any problems using them please take a look at our support resources at www.be-box.com.

Contacting us (including with complaints). If you think the Site, App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@be-box.com

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

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and App are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the App and Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights which we licence to you under this agreement. across the world. The Content and the Marks are provided on the App and the Site on an "AS IS" basis and are for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the App or Site, and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

You have no intellectual property rights in, or to, the Site, the App, the Documentation or the Services other than the right to use them in accordance with these Terms and Conditions.

HOW YOU MAY USE THE APP and SITE

In return for your agreeing to comply with these Terms and Conditions you may:

- download or stream a copy of the App onto an Apple iPhone and view, use and display the App and the Service on such devices for your personal purposes only;
- use any Documentation to support your permitted use of the App and the Service; 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; and provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, Content and the Marks.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

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

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

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

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 "HOW YOU MAY USE THE APP". 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.

USER REPRESENTATIONS

By using the App and the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms and Conditions; (4) you will not access the App or Site through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use the App or Site for any illegal or unauthorised purpose; and (6) your use of the App or Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the App or Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the App and our Site. You therefore agree to keep your password confidential and will be responsible for all use of your account and password. We

reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

LICENCE RESTRICTIONS

You may not access or use the App or the Site for any purpose other than that for which we make them available to you. Neither the App nor the Site may be used in connection with any commercial endeavours (whether to rent, lease, sub-license, loan, provide, or otherwise make available, the App, the Site or the Services in any form, except those that are specifically endorsed or approved by us.

As a user of the App and/or Site, you agree not to:

1. systematically retrieve data or other content from the App or Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the App or Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
3. use a buying agent or purchasing agent to make purchases on the App or Site.
4. use the App or Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the App or Site and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the App or Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the App or Site or the networks or services connected to the App or Site.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the App or Site in order to harass, abuse, or harm another person.
14. use the App or Site as part of any effort to compete with us or otherwise use the App or Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App and/or Site.
16. attempt to bypass any measures designed to prevent or restrict access to the App or Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any aspect of the App or our Site to you.

18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the App and Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the App and/or Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the App and Site.
21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us, the App and/or Site.
24. use the App and/or Site in a manner inconsistent with any applicable laws or regulations.
25. to do anything which does not comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App, Site or any Service provided herein.
26. not infringe our intellectual property rights or those of any third party in relation to your use of the Site, App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms).

USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe any intellectual property rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms and Conditions.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms and Conditions.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any laws concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site [or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have first-hand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

SOCIAL MEDIA

As part of the functionality of the App and/or Site, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the Terms and Conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the App and/or Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the App and/or Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the App and/or Site. You can opt out of this at any time by informing us in writing by email support@be-box.com. We will maintain and use all data in accordance with our Privacy Policy.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound,

video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the App and/or Site or relating to any applications you use or install. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

The App or any Service may also 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.

ADVERTISERS

We may allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements.

If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the App and Site for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates any laws, or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof, your access to the App and Site; (4) in our sole discretion and without limitation, notice, or liability, to remove from the App and/or Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the App and/or Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. We only use any personal data we collect through your use of the App, our Site and the Services in the ways set out in our Privacy Policy. Please review our Privacy Policy www.bikenav.app/privacypolicy By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions.

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

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

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the App and/or Site infringes upon any copyright you own or control, please immediately notify us

OUR RESPONSIBILITY FOR ANY 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 and Conditions, 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 and Conditions, both we and you knew it might happen.

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

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

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

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

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

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

TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you use the Site and/or the App. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APP AND SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

We may end your rights to use the Site, App and Services at any time by contacting you if you have broken these Terms and Conditions 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 Site, App and Services:

- You must stop all activities authorised by these Terms and Conditions, including your use of the App and Site.
- 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 remotely access your devices and remove the Site App from them and cease providing you with access to the Services.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

As stated above, we reserve the right to change, modify, or remove the contents of the App and/or Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information. We also reserve the right to modify or discontinue all or part of the App and/or Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee either the Site or the App will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify either the Site or the App at any time or for

any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these Terms and Conditions 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 this agreement.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these Terms and Conditions 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 AGREEMENT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these Terms and Conditions 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 AGREEMENT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this agreement, 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.

GOVERNING LAW

These Terms and Conditions and your use of our App and Site are governed by 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.

DISPUTE RESOLUTION

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating either mediation or by way of online resolution to the European Commission Online Dispute Resolution platform. Such informal negotiations commence upon written notice from one Party to the other Party.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys’ fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the App and our Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the App or Site with whom you connected to. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the App and our Site. You agree that we shall have no

liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the App, our Site, sending us emails, and completing online forms constitute electronic communications. You consent to receiving electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the App or Site, satisfy any legal requirement that such communication be in writing.

MISCELLANEOUS

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or App.

You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defences you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

CONTACT US

In order to resolve a complaint regarding our App or Site, or to receive further information from us in respect of these Terms and Conditions, please contact us at:

BeBox Limited

6 Percy Street, London, England, W1T 1DQ

support@be-box.com