

SPRYTAR TERMS OF USE

These terms of use set out the agreement under which the Sprytar App may be used. They are very important and you should read through them before you begin using the application.

PLEASE READ CAREFULLY BEFORE USING THE APP ON YOUR DEVICE.

These terms of use (**terms**) set out the legal agreement between you (**you**) and Sprytar Limited (Company No: **09879861**; **Registered Office**, 4th Floor, Silverstream House, 45 Fitzroy Street, Fitzrovia, London, W1T 6EB) (**us** or **we**) for:

- THE LOE EXPLORING MOBILE APPLICATION mobile application software, the data supplied with the software, and the associated media (App).

It is important we set out these terms as they ensure that the basis on which you use the App is clear and we are able to protect our technology, but more importantly as a part of our security requirements.

We licence use of the App to you on the basis of these terms and subject to any rules or policies applied by the appstore provider or operator from whose site you downloaded the App (Appstore). We will refer to these rules or policies as Appstore Rules. We do not sell the App to you even if there is a charge for its use. We remain the owners of the App at all times.

Important notice:

- By downloading the App you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined in condition 1.5 and limitations on liability in condition 6.
- If you do not agree to the terms of this licence, we will not license the App to you and you must not download the App. Downloading the App will constitute acceptance of these terms. If you no longer want to be bound by these terms you must delete the App.
- If there is a charge for the App you will be informed of this before you access it (or before continuing with access). Whether the App is provided with or without charge and you have the right to remove it without any reason.
- The App is provided for the use of the general public in the UK to play the Sprytar games. We may restrict access to the App if we believe any person is not properly authorised to access any information.
- In order to use the App you will need to create a password to login together with the email which we have for you on our system.
- Nothing in these terms affect your consumer rights for an App that is defective.

You should print a copy of these terms for future reference.

Agreed terms

1. ACKNOWLEDGEMENTS

1.1

These terms apply to the App or any of the services accessible through the App (Services), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. The App may contain elements of open-source software, where it does the terms of the open-source licence may override these terms and will apply to the extent required for the use of that software.

1.2

We may change these terms at any time. You should refer to the terms on the App Store to confirm the version of the terms that apply. Where the terms are changed the App will require an update and when you are notified of any update you should confirm the terms which apply.

1.3

From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.

1.4

You will have permission to download a copy of the App onto a compatible mobile or tablet device (Devices). You (or the Device owner) may be charged by your and/or their service providers for internet access on the Devices. You accept responsibility in accordance with these terms for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

1.5

The terms of our privacy policy from time to time, available at <http://sprytar.com/privacy> are incorporated into these terms by reference and apply to the Services. You agree to comply with the Privacy Policy. We understand the need to protect your information and images and our systems include encryption software to provide security. We take reasonable steps to provide protection for your images based on known threats and we update these systems on a regular basis.

1.6

Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE

2.1

In consideration of you agreeing to abide by these terms, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated by reference. We reserve all other rights.

2.2

You may download a copy of the App onto the Devices and to view, use and display the App on the Devices for your personal purposes only.

3. LICENCE RESTRICTIONS

Except as expressly set out in these terms or as permitted by any local law, you agree:

3.1.1

not to copy the App except where such copying is necessary for the purpose of back-up;

3.1.2

not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;

3.1.3

not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;

3.1.4

not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:

3.2

Is used only for the purpose of achieving inter-operability of the App with another software program;

3.3

is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

3.4

is not used to create any software that is substantially similar to the App;

3.4.1

to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;

3.4.2

to include our copyright notice on all entire and partial copies you make of the App on any medium;

3.4.3

not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and

3.4.4

to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (Technology),

4. ACCEPTABLE USE RESTRICTIONS

You must:

4.1.1

not use the App 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 or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;

4.1.2

not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by these terms);

4.1.3

not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

4.1.4

not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

4.1.5

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.

5. INTELLECTUAL PROPERTY RIGHTS

5.1

You acknowledge that all intellectual property rights in the App and the technology used in the App anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the technology other than the right to use each of them in accordance with these terms.

5.2

You acknowledge that you have no right to have access to the App in source-code form.

6. LIMITATION OF LIABILITY

6.1

You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

6.2

We only supply the App for domestic and private use. You agree not to use the App for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.3

We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence up to the limit specified in condition 6.4, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the licence.

6.4

Our maximum aggregate liability under or in connection with these terms, the App (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1000. This does not apply to the types of loss set out in condition 6.5.

6.5

Nothing in these terms shall limit or exclude our liability for:

6.5.1

death or personal injury resulting from our negligence;

6.5.2

fraud or fraudulent misrepresentation; and

6.5.3

any other liability that cannot be excluded or limited by English law.

6.6

No warranty is provided for the use of the App beyond those prescribed by law.

7. TERMINATION

7.1

We may terminate these terms immediately by written notice to you:

7.1.1

if you commit a material or persistent breach of these terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or

7.1.2

if you breach any of the Licence Restrictions (condition 3) or the Acceptable Use Restrictions (condition 4); or

7.1.3

if you fail to pay any charges for the App or any Service.

7.2

On termination for any reason:

7.2.1

all rights granted to you under these terms shall cease;

7.2.2

you must immediately cease all activities authorised by these terms, including your use of any Services; and

7.2.3

you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so.

8. COMMUNICATION BETWEEN US

8.1

If you wish to contact us in writing, or if any condition in these terms requires you to give us notice in writing, you can send this to us by e-mail to info@sprytar.com.

8.2

If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the App.

9. OTHER IMPORTANT TERMS

9.1

We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under them.

9.2

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

9.3

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9.4

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

9.5

Please note that these terms, their subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.