

LOCATIONS ALMANAC

APP TERMS AND CONDITIONS OF USE

1. About our Terms

- 1.1. These Terms explain how you may use this mobile application (App) which is provided by us free of charge.
- 1.2. References in these Terms to the App includes the following URL: www.locations-almanac.com, and all associated pages.
- 1.3. You should read these Terms carefully before using the App.
- 1.4. By accessing or using the App or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5. If you do not agree with or accept any of these Terms, you should stop using the App immediately.
- 1.6. If you have any questions about the App, please contact us by:
 - 1.6.1. e-mail at info@locationsalmanac.com

1.7. Definitions

Acceptable use policy	means the policy www.locations-almanac.com/pdfs/acceptable-use.pdf , which governs your permitted use of the App;
App	has the meaning given to it in clause 1.1;
Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the App;
Terms	means these terms and conditions of use as updated from time to time under clause 12;
Unwanted Submission	has the meaning given to it in clause 6.1;
We, us or our	means Mahoney Digital Ltd, company registration number 11013197 and the registered office of which is at 26 Cherry Orchard Road, Bromley, England, BR2 8NE; and
You or your	means the person accessing or using the App or its Content.

- 1.8. Your use of the App means that you must also comply with our Acceptable use policy.

2. Using the App

- 2.1. The App is for your personal and non-commercial use only.
- 2.2. You agree that you are solely responsible for:
 - 2.2.1. all costs and expenses you may incur in relation to your use of the App; and
 - 2.2.2. keeping your password and other account details confidential.

- 2.3. We seek to make the App as accessible as possible. If you have any difficulties using the App, please contact us at info@locationsalmanac.com.
- 2.4. We may prevent or suspend your access to the App if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3. Your privacy and personal information

- 3.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2. Our privacy policy is available at www.locations-almanac.com/pdfs/privacy-policy.pdf

4. Ownership, use and intellectual property rights

- 4.1. This App and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.
- 4.2. Nothing in these Terms grants you any legal rights in the App other than as necessary to enable you to access the App. You agree not to adjust to try to circumvent or delete any notices contained on the App (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the App.

5. Software

- 5.1. Software may be made available for you to download in order to help the App work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an 'end user licence agreement' or 'EULA'). You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests (they may contain provisions that set out what your legal rights are under, eg, the Consumer Rights Act 2015, what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal responsibilities to you).
- 5.2. All such software is solely for your personal use in a non-commercial manner.
- 5.3. Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

6. Submitting information to the App

- 6.1. While we try to make sure that the App is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any information that you regard as confidential, commercially sensitive or valuable (Unwanted Submissions). While we value your feedback, you agree not to submit any Unwanted Submissions.

- 6.2. We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the App to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential, nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

7. Accuracy of information and availability of the App

- 7.1. While we try to make sure that the information on the App is accurate, up-to-date and that the App is free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the App will be fit or suitable for any purpose. Any reliance that you may place on the information on the App is at your own risk.
- 7.2. We may suspend or terminate operation of the app at any time as we see fit.
- 7.3. Content is provided for your general information purposes only and to inform you about us and our services. It does not constitute technical or any other type of advice and should not be relied on for any purposes.
- 7.4. While we try to make sure that the App is available for your use, we do not promise that the App is available at all times nor do we promise the uninterrupted use by you of the App.

8. Hyperlinks and third party sites

The App may contain hyperlinks or references to third party websites other than the App. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

9. Limitation on our liability

- 9.1. Except for any legal responsibility that we cannot exclude in law, we are not legally responsible for any:
- 9.1.1. losses that:
- (a) were not foreseeable to you and us when these Terms were formed; or
 - (b) that were not caused by any breach on our part
- 9.1.2. business losses; and
- 9.1.3. losses to non-consumers.

10. Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

11. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

12. Variation

These Terms are dated [November 2018]. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the App and by continuing to use and access the App following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

13. Disputes

- 13.1. We will try to resolve any disputes with you quickly and efficiently.
- 13.2. If you are unhappy with us please contact us as soon as possible.
- 13.3. If you and we cannot resolve a dispute using our complaint handling procedure, we will:
 - 13.3.1. let you know that we cannot settle the dispute with you; and
 - 13.3.2. give you certain information required by law about our alternative dispute resolution provider.
- 13.4. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.
- 13.5. Relevant United Kingdom law will apply to these Terms.