

MOBILE APPLICATION LICENCE TERMS

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY USING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE APP.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, zamit Ltd of 8th Floor, 1 Canada Square, Canary Wharf, London E145AA, United Kingdom license you to use:

- Zamit (zamit) mobile application software a mobile application-based service (**App**) and any updates or supplements to it.
- The related electronic 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.

YOUR PRIVACY

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

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 may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

GOOGLE PLAY AND APPLE STORE'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by the rules and policies of Google Store and Apple Store.

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 contact us.

Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at connect@zamit.one or call on +44 20 8068 4308.

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.

HOW YOU MAY USE THE APP

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

- download or stream a copy of the App onto Your Android or iOS device 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; 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.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APP

You must be 18 or over to accept these terms and buy the App. If you are under the age of 18 you must seek parental consent in order to use this App and our Services.

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 prior to the sale.

REGISTRATION

Registration is done by completing an online form. At registration, you undertake to provide accurate data and complete all mandatory fields. You should provide true, accurate and complete information and should not omit or misrepresent any details. You should update their details, including but not limited to your email address, as soon as they can.

You are solely responsible for your login and password. You must not disclose these to any third party. You should change your password from time to time to enhance its security. We are not liable for any security breach to your account.

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 endeavour to give you at least 30 days' notice of any change by sending you an SMS or 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 may continue to use the App and the Service in accordance with the existing terms, but certain new features may not be available to you **OR** will not be permitted to continue to use the App.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App 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.

APP IS FREE OF CHARGE; SERVICES MAY INCUR CHARGES

Our App is made available free of charge; however, we may start charging at any time and some of our Services may incur charges. We are not liable for any third-party charges you may incur by using our App. If we do charge, we will provide you with prior notification. You represent and warrant that if you are making any payments relating to the Services, any payment information you provided is true, correct and complete. You will pay the charges incurred for your use of the Services at the posted rates, including any applicable taxes, via the Site or App. Payment via the Site or App shall be completed through a secured payment gateway. All payment must be made in full. We may retain any item for which we have not received payment in full until such time we receive full payment. We also reserve the right to dispose of the item in any manner we deem fit. We do not accept any request to split the payment for one (1) or more products, samples or vouchers which are made in one (1) or more orders.

WE MAY SUSPEND OR WITHDRAW OUR APP

We do not guarantee that our App, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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 any of the Services, you agree to us 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 and services.

You may stop us collecting such data at any time by turning off the location services settings on your device.

ABOUT THE APP

We provide a brief summary of various content available in the public domain by aggregating such content within one platform for easy access by you and for assisting you to find corresponding content of your interest.

The App does not host, display or transmit any content owned by third parties on its servers, unless we either have a license or are not prohibited under the applicable law, to do the same. You agree and acknowledge that the App does not report and/or broadcast any content (including news) on its own accord and we will not be held responsible or liable for the content or accuracy of the summary of the content that may be accessed by you through the App.

WE ARE NOT RESPONSIBLE FOR OTHER APPS OR WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites or applications 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.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, 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 Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services 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 Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the 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 any Service.

ACCEPTABLE USE RESTRICTIONS

You must:

- 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, such as viruses, or harmful data, into the App, any Service or any operating system;
- not misuse our App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our App, the server on which our App is stored, or any server, computer or database connected to our App. You must not attack our App via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our App will cease immediately;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (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 any Service;
- 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
- 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.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including but not limited to copyright, trademark, patent, and trade secret, in the App, the Documentation and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

All intellectual property rights in any content you upload, submit, store, send or receive through our App or Services, belongs to you. You agree to provide us with a purpose limited, worldwide, perpetual, non-revocable, license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content, for the purpose of operating, promoting, and improving our Services, and to develop new applications or services.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We make no representations, warranties or guarantees, whether express or implied, that the content on our App is accurate, complete or up to date at any time. The content on our App is provided for general information only and we take no responsibility for completeness or accuracy. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Application.

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.

We do not guarantee that our App will be secure or free from bugs or viruses. You are responsible for configuring your information technology, device and platform to access our App. You should use your own virus protection software.

We are not liable for business losses. The App is for domestic and private use. 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 Services. The App 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 App or the Service. 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 Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services 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.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

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

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- 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 App from them and cease providing you with access to the Services.

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.

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