



BACKGROUND

By using our Service you accept these terms.

By using our Service, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our Service.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you.

These terms of use refer to the following additional terms, which also apply to your use of our Service:

- Our Privacy Policy [INSERT AS LINK TO SITE'S PRIVACY POLICY]. See further under How we may use your personal information.
- Our Cookie Policy [INSERT AS LINK TO COOKIE POLICY], which sets out information about the cookies on our site.

Definitions

“**Intellectual Property Rights**” or “**IPR**” means all intellectual and industrial property rights including patents, copyright, trademarks, registered designs, utility models, design rights, database rights, rights to apply for any of the foregoing, and any other rights in any invention, discovery or process, and all renewals and extensions in each case in all countries in the world;

Service: this service provided by Apex1 Studios Limited (“Us”) to you under this agreement via www.fit4access.co.uk as we may change from time to time, or the Fit4Access application downloaded from any operating system app store by You.

Venue Owner: the owner of any venue which relies on the information generated by this Service, based on answers you have provided.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1. Responsibility and use of Service

1.1. You warrant and undertake that all information you input into the Service is at all time correct and accurate.

1.2. You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:

- (a) is unlawful, knowingly untrue, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and we may, without liability disable your access to any material that breaches the provisions of this clause, or your access to the Service.

1.3. You shall not:

(a) except as may be allowed by any applicable law:

(b) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or

(c) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(d) access all or any part of the Services in order to build a product or service which competes with the Services; or

(e) use the Services to provide services to third parties; or

(f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party, or

(g) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this **Error! Bookmark not defined.Error! Reference source not found.**; or

(h) introduce or permit the introduction of, any Virus into the Service.

1.4. You acknowledge that the accuracy of outputs of the Services are dependent on the information you provide, and the answers you give to the questions asked by the Service.

1.5. We make no warranty that Your access to the Services will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.

1.6. Access to the Services may be suspended or withdrawn to or from You personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the Services for any reason. If we impose restrictions on You personally, You must not attempt to use the Services under any other name or user or on any other mobile device.

1.7. We do not warrant that the Services will be compatible with all hardware and software which You may use.

1.8. We may change or update the Services and anything described in it without notice to You. If the need arises, we may suspend access to the Services, or close it indefinitely.



1.9. We make no representation or warranty, express or implied, that information and materials on the Service are correct, or are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law.

2. Independence from Platforms

2.1 The Service is independent of any platform on which it is located. The Service is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an "Operator").

2.2 Your download, installation, access to or use of the Service is also bound by the terms and conditions of the Operator.

2.3 You and we acknowledge that these Terms of Use are concluded between You and us only, and not with an Operator, and we, not those Operators, are solely responsible for the Service and the content thereof to the extent specified in these Terms of Use.

2.4. You must comply with any applicable third party terms of agreement when using the Service (e.g. You must ensure that Your use of the Service is not in violation of Your mobile device agreement or any wireless data service agreement).

3. Limitation of Liability

3.1 You assume all responsibility and risk with respect to your use of the Service. The Service is available "as is," and "as available". You understand and agree that, to the fullest extent permitted by law, we disclaim all warranties, representations and endorsements, express or implied.

3.2 We do not warrant use of the site will be uninterrupted or error-free or that errors will be detected or corrected. We do not assume any liability or responsibility for any computer viruses, bugs, malicious code or other harmful components, delays, inaccuracies, errors or omissions, or the accuracy, completeness, reliability or usefulness of the information disclosed or accessed through the Service.

3.3 We have no duty to update or modify the Service and we are not liable for our failure to do so.

3.4 In no event, under no legal or equitable theory (whether tort, contract, strict liability or otherwise), other than for death or injury caused by our negligence or that of our licensors, or for fraud, or any other matter which cannot lawfully be excluded, shall we or any of our employees, directors, officers, agents licensors or affiliates, be liable under this agreement or otherwise for any loss or damage of any kind, direct or indirect, in connection with or arising from the Service, the use of the Service or our agreement with you concerning the Service.

4. Intellectual Property

4.1 We are the owner or the licensee of all Intellectual Property Rights in the Service. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2 You hereby grant to us or our licensors an irrevocable, royalty-free, worldwide, assignable, sub-licensable licence to use any material which You submit to us or the Service for the purpose of using the

Services and as set out in our Privacy Policy. You agree that You waive Your moral rights to be identified as the author.

5. Third Party Rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

6. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).