

Big Sofa Technologies Group, plc

Terms of Use

Last updated: April 2018

This terms of use agreement ("**Terms of Use**") applies to your use of the <http://www.bigsofatech.com> website ("**Website**") which is owned and maintained by Big Sofa Technologies Group, plc, and governs your use of the Big Sofa application and any other electronic services from the Website that may be made available from time to time ("**Services**"). These Terms of Use should be read alongside, and are in addition to, our Privacy Policy.

Please read these Terms of Use carefully. By using the Website or the Services you agree that you have read, understood and agree to these Terms of Use and the Privacy Policy in their entirety (each as amended from time to time). If you do not agree to these Terms of Use you must stop using the Website immediately and you must not use the Services.

About us

The Big Sofa Technologies Group, plc (referred to in these Terms of Use as "**we**" or "**us**") is a public company registered in England and Wales with registered number: 07847321 and whose registered address is at Finsgate, 5-7 Cranwood Street, London EC1V 9EE.

Should you have any questions about these Terms of Use or wish to contact us for any reason whatsoever, please contact us by e-mail at info@bigsofatech.com

Registration

To enjoy the Services you must register an account through the Website and in doing so you agree to be bound by these Terms of Use, which shall govern your use of the Services.

On registering with us to use the Services, you will be issued with a user name and password which must be used in order to access the Services. The user name and password are personal to you and are not transferable.

Your user name and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the Website by anyone using your user name and password. Any breach of security of a user name and password must be notified to us immediately.

You may not adapt or circumvent the systems in place in connection with the Website and the Services, nor access the Services other than through normal operations.

Use of the Services

Your use of the Services is subject to any other contracts that you may have with us. If there is any conflict or inconsistency between these Terms of Use and the contract you have with us, the terms of your contract will take precedence.

You agree to use the Website and the Services only for lawful purposes and in a way which does not violate any applicable law or regulation, or infringe the rights of anyone else or restrict or inhibit anyone else's use of the Services.

You are permitted to download and print content from the Website and the Services solely for your own internal business operations. Content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any reason without our express written permission. You are not entitled to use the content of the Website or the Services for commercial exploitation in any circumstances.

Free trial

If you access the Services as part of a free trial you agree that all the terms and conditions of these Terms of Use apply to your use during that period except any obligation to pay for access to the Services. You acknowledge that full access to and/or some of the functionality of the Services may be restricted as part of a free trial. We may terminate the free trial at any time without notice. Once the free trial period has ended if you wish to continue to access the Services you will need to subscribe for use of the Services on a paid for basis.

Fees

You acknowledge that we may charge for the Services and reserve the right to change any applicable fees from time to time at our discretion. If we terminate your use of the Services because you have breached these Terms of Use or other applicable terms and conditions you shall not be entitled to a refund or any unused portion of subscription or registration fees.

You agree to pay the subscription or registration fees and any other charges that we have notified you of and you have agreed to, incurred in connection with your use of the Services. Unless we state in writing otherwise, all fees and charges are non-refundable. You are responsible for any fees or charges incurred to access the Services through an Internet access provider or other third-party service.

Intellectual property

You agree that the Website and the Services, including but not limited to the graphics, website design, user interface, video clips and the transcripts and the software used to implement the Website and the Services, contain proprietary information and material that is owned by us or our licensors, and are protected by applicable intellectual property law, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Website and Services in compliance with these Terms of Use. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services in any manner and you shall not exploit the Services in any unauthorised way whatsoever.

We and our licensors reserve the right to change, suspend, remove or disable access to any content, or other materials that are offered as part of the Services without notice. In no event shall we be liable for making these changes. We may also impose limits on the use of or access to certain features or content of the Services without notice or liability.

'The Big Sofa' and the Big Sofa logo are trademarks of Big Sofa Technologies Group, plc. Other product and company names mentioned on the Website and in the Services may be the trademarks or registered trademarks of their respective owners.

Content posted

We do not claim any ownership rights in any material that you post to the Website or the Services. After posting your content to the Website or the Services you will continue to retain all ownership rights in such content, and by posting content you hereby grant to us an unrestricted, perpetual, royalty-free licence to use and display in any way whatsoever your content on and through the Website and the Services. In posting content you warrant that it does not violate the intellectual property or other rights of any other person.

We may delete any content that you post to the Website or the Services that in our opinion violates any of these Terms of Use or which may be illegal, offensive or violate the rights of any person. We assume no responsibility for monitoring the Website or the Services for inappropriate content or conduct.

Liability

We provide the content posted on the Website and the Services in good faith but give no warranty or representation as to the accuracy or reliability of any information obtained through the Services. We are not responsible for the content, accuracy or opinions expressed in the Services and we accept no responsibility or liability for your use of content provided on the Website or the Services and such use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Website and the Services, we accept no liability for them.

Information transmitted via the Website and the Services will pass over public telecommunications networks. We cannot guarantee that the Website and the Services will be accessible at all times, and accept no liability if the Website or the Services are not accessible.

The Services are provided 'AS IS' and as available and we exclude all representations, warranties, conditions and terms express or implied by statute, common law or otherwise to the fullest extent

permitted by law. We accept no liability for any special, indirect, incidental, consequential or economic loss howsoever caused arising out of or in connection with the Website and the Services. We do not guarantee that the Website or the Services will be fault free or available at all times and do not accept any liability for any errors, omissions or unavailability. Nothing in these Terms of Use shall be construed as limiting our liability for personal injury or death, or for any other liability the exclusion or limitation of which is not permitted by applicable law.

Indemnity

You agree to indemnify, defend and hold us harmless, together with our officers, subsidiaries, affiliates, directors, officers, agents and employees from and against any and all claims, losses, expenses or demands of liability, including reasonable legal fees and costs, in connection with any claim arising out of your use of the Website or the Services in violation of these Terms of Use or in violation of any applicable law.

Termination

We reserve the right, at our sole discretion, to immediately terminate your access to all or part of the Website and the Services, with or without notice if we determine that you have violated any of these Terms of Use or if an event beyond our reasonable control prevents us from continuing to provide the Website or the Services.

Registration for a free trial to the Services will expire three days from the time and date on which your free trial period commences.

If we terminate your access to the Services because of a breach by you of these Terms of Use, you agree that you will not seek to register for access to the Services again, whether using the same or a different identity to that under which you were originally registered.

Changes to these Terms

These Terms of Use may be amended by us in our discretion from time to time and the latest version will always be available on the Website. Any new version of these Terms of Use shall take effect, and will govern the Services and your relationship with us immediately upon the date of posting on the Website. By continuing to use the Website and/or the Services, you agree to be bound by the terms of these updates and amendments.

Privacy

You agree that any and all personal information you provide to us may be collected, stored, processed and used in accordance with our current Privacy Policy.

General

If any of the terms and conditions in these Terms of Use are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these terms and conditions shall remain in full force and effect.

You may not assign, sub-licence or otherwise transfer any of your rights under these Terms of Use.

Only you and us shall be entitled to enforce these Terms of Use. No third party shall be entitled to enforce any of these terms and conditions, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

No failure or delay by us to enforce any right or provision under these Terms of Use or by law shall operate as a waiver of that or any other right or provision.

These Terms of Use set out the entire agreement between you and us with respect to your use of the Website and the Services and supersede any and all representations, communications and prior agreements (written or oral) made by you or us.

These Terms of Use are governed by the law of England and Wales. In the event of any matter or dispute arising out of or in connection with these Terms of Use, you and we shall submit to the exclusive jurisdiction of the courts of England and Wales.