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End User Licence Agreement

Important notice

This end-user licence agreement (**EULA**) and the Privacy Policy (**Privacy Policy**) (together the **Terms and Conditions**) constitute the legal agreement between you (**You** or **Your**) and Wireless Social (the **Service**). Please read this EULA and the Privacy Policy carefully. If You do not accept the Terms and Conditions We will not permit access to the Service and the joining process will immediately terminate. By joining and using the Service You agree to be legally bound by the Terms and Conditions.

Agreed terms

1. Acknowledgements and consents

- 1. You acknowledge that the Terms and Conditions (as may be amended from time to time) apply to the use of the Service (including any future updates to it) by You.
- 2. You acknowledge and accept that We may, with the prior written consent of Wireless Social, change the Terms and Conditions at any time. All changes (if any) will be communicated to You through a link on the log-in page for the Service. You will be required to read and accept any such changes to continue using the Service.
- 3. You must have obtained the permission of the owner of any computer, tablet, mobile telephone, smart phone or other electronic device (**Device**) which You use to access the Service (and which is not owned by You) to use the Service. By accepting the Terms and Conditions You accept responsibility for the use of the Service on any Device whether or not you own it. You accept that You may be charged by Your service provider for internet access through the Device.
- 4. You acknowledge and agree that internet transmissions are never completely private or secure and that any information which You send by using the Service may be read or intercepted by another party even if there is a special notice that a particular transmission is encrypted.
- 5. You consent to Us and Our service provider collecting and using technical information about Your Device (and any related software, hardware and peripherals) to evaluate, improve or refine the Service in accordance with the Privacy Policy.
- 6. You consent to the transmission, collection, processing, maintenance and use by Us, Our licensees and Our service provider of any location data sent from the Device to evaluate, improve or refine the Service in accordance with the Privacy Policy.
- 7. You acknowledge that the internet is separate from the Service and that websites accessed by You via the Service are not under the control of Us and that We are not responsible for and do not endorse their content or privacy policies (if any). You undertake that You will use Your own judgement regarding any interaction with any such website including the purchase of any products or services accessible through them.
- 8. You acknowledge and agree that all intellectual property rights in the Service (and its underlying technology) belong to Us and/or Our licensors and/or Our service provider and that You have no rights in or to the Service other than the non-exclusive and non-transferrable right to use it in accordance with the Terms and Conditions.

2. Provision of the Service



3. Acceptable use

You agree that You will use the Service in accordance with the Terms and Conditions and that You will not (and will procure that any person using Your Device does not) use the Service for any commercial, unlawful, immoral or malicious purpose, nor will You (nor any person using Your Device) in the course of using the Service:

- 1. introduce any code, virus or data which is harmful to the Service or any operating system; or
- 2. transmit, store, publish or upload any electronic material which is likely to cause damage or limit the functionality of any telecommunications equipment or any computer software or hardware; or
- 3. infringe any intellectual property right belonging to Us or any other party; or
- 4. send, receive, publish, distribute, transmit, upload or download any material which is offensive, abusive, defamatory, indecent, obscene, unlawful; or otherwise objectionable; or
- 5. invade the privacy of or cause annoyance or anxiety to or send any unsolicited correspondence to any other person.

4. Limitations and exclusions

- 1. The Service is provided to You on an "as is" and "as available" basis and therefore all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Terms and Conditions.
- 2. Save as provided in clause 4(iv), We shall not be liable to You for any losses (whether direct, indirect or consequential) caused by failures, errors, delays or interruptions of, in or to the Service.
- 3. Save as provided in clause 4(iv), We shall have no liability to You if any third party gains access to Your connection to the Service or Your Device or destroys or damages any data or information held by You or information about You which is held by Us.
- 4. Nothing in the Terms and Conditions shall limit or exclude Our liability for (a) death or personal injury resulting from Our negligence, (b) fraud or fraudulent misrepresentation or (c) any other liability that cannot be excluded by law.

5. General

- 1. The Terms and Conditions constitute the entire agreement between You and Us as to the provision of the Service and they (and any dispute or claims arising from them) are governed by and shall be construed in accordance with the laws of England and Wales or Scotland and the courts of England and Wales or Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with them.
- 2. Any notice to be given by Us to You may be given by post or email to any postal or email address given by You. Any notice to be given by You to Us may be given by post to England or by email to info@wireless-social.com.

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