

# Matt Hancock App - Privacy Policy

*Last Updated: February 1st, 2018*

## Introduction

Our Privacy Policy will help you understand what information we collect and process using the Official Matt Hancock Application, hereinafter referred to as “the App”, explain how we use it, and what choices and rights you have in connection with your personal data.

Disciple Media Limited, with its registered address at Labs Atrium, Stables Market, Chalk Farm Road, London NW1 8AH, is registered with the Information Commissioner's Office (ICO) within the UK under the UK Data Protection Act 1998 (registration number ZA147341). Disciple Media is the “Data Controller” for this App, and responsible for the content and related services or features which may be made available to you from using this App.

## 1. User Personal Data

You may voluntarily decide to download, register and use our App if you are seeking more information, to be notified of events, or for other related purposes. Your decision to disclose your personal data to us is entirely voluntary, and by doing so, you are providing us with your specific consent to use your personal data only for the purposes for which you have disclosed it to us, and which are summarised within this Privacy Policy. You can vary or withdraw your given consent at any time.

Disciple Media may access and use the personal data you have provided only for the purposes for which you have submitted it to us to (a) provide information to you, (b) make contact with you, (c) provide services to you, or (d) maintain the functionality, operations and security of the App. We will not use your personal information for any other purposes, for example the communication of marketing material, unless we have received your specific consent for us to do so.

## 2. Sensitive Personal Data

This App, and any services available from it, do not knowingly collect or process any sensitive personal data.

## 3. Children’s Personal Data

This App, and any services available from it, are not directed to children under the age of 13. If you learn that a child under the age of 13 has provided us with their personal information without having parental consent, please contact Disciple Media Limited immediately so that we can take appropriate action.

## 4. App User Data Rights

You have several rights connected to the provision of your personal data to Disciple using the App. These include your rights to formally request that Disciple Media:

- confirms to you what personal data it may hold about you, if any, and for what purposes
- changes the consent which you have provided in relation to use of your personal data
- corrects any inaccurate or incomplete personal data which may be held about you
- provides you with a complete copy of your personal data for you to move elsewhere
- stops processing your personal data, whilst an objection from you is being resolved
- permanently erases all your personal data promptly, and confirms to you that it has done so (there may be valid reasons why we may be unable to do this)

To contact Disciple Media, please see Section 11 below.

If Disciple Media does not address your request, or fails to provide you with a valid reason why it is unable to do so, you have the right to contact the Information Commissioner's Office (ICO) to make a complaint. They can be contacted via their website ([www.ico.org.uk](http://www.ico.org.uk)) or by telephone 0303 123 1113.

## **5. Personal Data Breach Reporting**

You have the right to be promptly informed by Disciple Media of any personal data loss, theft or compromise arising directly or indirectly from the App, and any supporting systems involved with delivering, supporting, maintaining, monitoring or improving the App. Similarly, Disciple Media is required to notify the Information Commissioner's Office (ICO) promptly, as the supervisory authority for the United Kingdom.

As a user of the App, you have a responsibility to safeguard and manage your App login credentials securely. This requires you to ensure that they are changed frequently, of sufficient strength and complexity, different from any other passwords you may use, and not recorded in a format which could be accessed or guessed by others. If you suspect that your credentials have been compromised, you should notify Disciple Media immediately. We will not be liable for any personal data loss, theft or compromise where this can be attributed to your failure to secure your App login credentials.

## **6. International Transfers of Personal Data**

Disciple Media will not transfer or store any user personal data from the App beyond the European Economic Area (EEA).

## **7. Use of Cookies**

When using this App, you should be aware that certain information may be stored locally on your device using cookies or within the App's local storage. We may use both session-based and persistent cookies, dependent upon how you choose to use or interact with the App.

Cookies are small text files sent by us to your computer, or from your computer or mobile device to us each time you access or use the App, and are necessary for the App to function. They are unique to you or your web browser, and may contain personally identifiable information as well as technical information (e.g. your device manufacturer and model, screen resolution, internet service provider, browser, and geo-location data). Session-based cookies last only while your browser is

open and are automatically deleted when you close your browser. Persistent cookies last until you or your browser delete them, or until they expire.

We use cookies which are not specific to your account but are unique and allow us to undertake analytics and customisation activities, among other similar things. If you decide to disable some or all cookies, you may not be able to use some of the functions of our App. We may use third-party cookies, for example Google Analytics, and you may choose to opt-out of third party cookies from their website.

## 9. External Links

The App includes relevant hyperlinks to external websites which are not directly controlled by Disciple Media. Whilst all reasonable care has been exercised in selecting and providing such links, you are advised to exercise caution before clicking any external links. We cannot guarantee the ongoing suitability of external links, nor do we continually verify the safety or security of the contents which may be provided to you. You are advised, therefore, that your use of external links is at your own risk and we cannot be responsible for any damages or consequences caused by your use of them.

## 10. Changes to this Privacy Policy

We may change this Privacy Policy from time to time, and if we do we will highlight any changes within the App. If you continue to access or use the App after notified changes have come into effect, you will have agreed to the revised policy.

## 11. Contacting Disciple Media

If you have any questions about this Privacy Policy, would like to exercise any of your statutory rights or to make a complaint, please email: [matthancock@disciplesupport.com](mailto:matthancock@disciplesupport.com)

# Matt Hancock App - Terms & Conditions

*Effective Date: July 1st, 2017*

## 1. Introduction

The Matt Hancock (the "**Publisher**") app (the "**App**") is a mobile platform for the Publisher's users like you ("**you**", and "**your**") that enables you to access Publisher-related content alongside social and interactive features. The App is provided by Disciple Media Limited ("**we**", "**us**" and "**our**"), company number 08075740, whose place of business is at Atrium Building, Stables Market, London, NW1 8AH, United Kingdom (email [matthancock@disciplesupport.com](mailto:matthancock@disciplesupport.com))

These Terms and Conditions ("**Terms**") and our [Privacy Policy](#) apply to your use of the App. For information on how we use your personal data, please see our [Privacy Policy](#).

By downloading the App, you accept these Terms. This will create a binding legal contract

between you and us. If you do not agree to the Terms, we kindly ask that you do not download or use the App. Unless otherwise specified in the App details on the applicable App Store, to use the App you must be 18 or older (or be 13 or older and have your parent or guardian's consent).

We license use of the App to you on the basis of these Terms and subject to any rules or policies applied by any App store provider or operator from whose platform you download the App ("**App Store**"). We do not sell the App to you. We remain owners of the App at all times.

## **2. Changes**

We may occasionally make changes to the App, these Terms or our Privacy Policy. If we do, we'll notify you either by updating the Effective Date listed above or via the App or other contact details you have provided. Your continued use of the App expresses your acceptance of the changes. You must stop using the App if you disagree with any changes to the App, these Terms or our Privacy Policy.

From time to time we may issue updates to the App via the App Store. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms.

## **3. Accessing the App and the content on the App**

You may access the App by downloading and installing the App to your device from the App Store. Although we are working to ensure that the App is compatible across various devices, we cannot guarantee that the App will work with all devices. You should check the minimum requirements and specifications (including memory space and operating system) as set out in the App details on the applicable App Store before downloading the App. To download the App, you will need a valid App account (as applicable to your device), linked to a valid credit or debit card or as otherwise required on the relevant App Store.

It is your responsibility to ensure that you are able to comply with the relevant system requirements as described above. We accept no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software). Access to parts or all of the App and any or all content on the App may be restricted from time to time to allow for repairs, maintenance or updating. We reserve the right to withdraw, take down or amend all or part of the App and all or part of the content on the App (whether uploaded by us, you or other users) at any time.

It is your responsibility to pay for all costs and expenses (including all telephone call or line charges or Internet service data access) that you may incur using the App.

Your use of the App and enjoyment of its features and content hosted or made available through the App may vary in functionality, availability and quality depending on the type of device and operating system and any restrictions imposed by our content providers.

## **4. Subscriptions, Payments and Changing Your Mind**

### ***a. Subscriptions and automatic renewals***

Once you've downloaded and installed the App to your device, you'll need to register to use the App, either via your valid Facebook account or by registering for an account directly

through the App.

Once you have registered to use the App, you will be able to access certain basic features of the App for free. The features which are available to be accessed for free may vary from time to time but may include, for example, the ability to view and create user posts, like and comment on other user posts, create a user social profile, view upcoming and past events and purchase tickets to events. We may occasionally offer temporary access to the App's other features for free. If you have been offered free access, you will be able to use some or all of the App's features free of charge for a limited period, provided you comply with these Terms. For more details of the features available for free, please see the product details in the App Store.

If you pay for a subscription to the App, you will be able to enjoy full use of the App and access extra features that may only be available to subscribers. These extra features may vary from time to time but may include, for example, the ability to create custom playlists (where the Publisher is a music artist) and share these with other users, access to exclusive Publisher generated content (such as photos, videos, tracks and live streams), the ability to purchase pre-sale tickets to concerts or events, and access to content from past Publisher events.

From time to time we may offer a free trial period when you first register to use the App before you pay for the subscription. If you sign up to a free trial period you will be able to access the subscription features of the App during the free trial period. The duration of the free trial period may vary or be updated from time to time. For more details, please see the product details in the App Store before you download the App. At the end of the free trial period, your subscription will automatically renew for further rolling subscription periods of such duration as set out in the product details you when you downloaded the App and you will start to pay for the subscription. To avoid any charges, you must cancel before the end of the free trial.

Unless you cancel your subscription before the end of the free trial (or, if you completed the free trial or if you did not use a free trial, before the end of the current subscription period (the duration of which will be set out in the product details for the App in the App Store)), your subscription will automatically renew for a further subscription period and payment will be taken from your payment method on the date of renewal. This will continue until you cancel the automatic renewal. The subscription price and duration of the subscription period will be as stated in the product details for the App in the applicable App Store, barring obvious errors. If you do not wish for your subscription to be renewed, you must you must cancel the subscription from within your App Store account and use the App Store's mechanism for cancelling purchases.

For more details of what is included as part of the subscription package App, please see the product details in the App Store.

If you purchase an automatically renewing subscription to the App, you may cancel that subscription at any time before the next renewal date, and the cancellation will apply to the next subscription period. For example, if you purchase a monthly subscription, you may cancel that subscription at any time during any month of the subscription, and the subscription will be cancelled as of the following month. You will not receive a refund for the current billing period, but you will continue to receive access to the subscription content on the App during the remainder of the current paid-for billing period. After that billing period ends, your access to the subscription features of the App will automatically end.

When you purchase a subscription, you will initially be charged at the rate applicable at the time of your initial agreement to subscribe. If the price of the subscription increases later, you will be notified by the applicable App Store shortly before the end of the billing period in which the change is made. At this point you will cease to be billed and your subscription will lapse unless you opt back in to the subscription at the increased price.

**b. *Your right to cancel the contract***

If you live in the European Union and have purchased a paid subscription, you have the right to change your mind and receive a full refund within 14 days of purchase. You will lose this cancellation right if you: (a) accepted when you made your subscription purchase that we could start to provide the App's digital content to you, and you acknowledged that you could not cancel once you logged in or started to use the App's features; and (b) log in or use the App's features or otherwise access the App's digital content during this 14-day period.

If you are eligible to cancel your subscription purchase, you must cancel the subscription from within your App Store account and use the App Store's mechanism for cancelling purchases. If you cancel your subscription in accordance with these Terms, they will reimburse you for all payments received from you (if any) in respect of such cancelled subscription within 14 days from the day on which you notify them of your decision to cancel and, unless you have agreed otherwise, they will use the same means of payment as you used for the initial transaction.

**c. *In-App Purchases***

In addition, extra features, content or physical or digital goods or services may be available in the App to purchase. These in-app purchases may vary from time to time but may include, for example, exclusive merchandise or exclusive bonus content. The price of any such feature, content or goods will be displayed in the App and will require a one-time purchase, separate from any subscription. You should only make an in-app purchase if you are aged 18 years or over. We are not responsible for services provided to you by any App Store, including payment processing.

## **5. Your Use of the App**

In consideration of you complying with these Terms, we grant you a non-transferable, non-exclusive, revocable licence to use the App on your device(s) and to view the content contained on the App for your personal, non-commercial use, subject to and in accordance with these Terms, the Privacy Policy and the applicable App Store rules, which are incorporated into these Terms by reference.

You agree:

- a. that you will not use the App for any illegal purpose or in any way that interrupts, damages or impairs the service provided by the App;
- b. that you will not access or attempt to access the accounts of other users of the App;
- c. that you will not impersonate any person, or misrepresent your identity or affiliation with any person;
- d. not to post or transmit through the App any content which is or could reasonably be viewed

as:

- i. hate speech, obscene, harassing, threatening, pornographic, abusive or defamatory to an individual or group of individuals on the basis of religious belief, race, gender, age, disability or otherwise;
  - ii. inciting violence, or containing nudity or graphic or gratuitous violence;
  - iii. advertising or promoting a third party or your own products or services;
  - iv. an unauthorised commercial communication of any kind (including, without limitation, spam);
  - v. fraudulent, inaccurate or misleading, or is otherwise objectionable content of any kind;
  - vi. infringing or violating someone else's rights or otherwise violates the law;
  - vii. identifying any person without their consent or disclosing your own or anyone else's personal contact details or invading their privacy, or
  - viii. containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the App, or any computer software or hardware or telecommunications equipment.
- e. that any content you post or upload to the App or otherwise make available via the App is owned by you and does not breach the requirements set out in section 5(c)(i)-(viii) above;
  - f. to refrain from doing anything which is defamatory, offensive, damaging or which we believe might damage our reputation, or that of the App, a provider of services accessed through the App, or the Publisher;
  - g. not to copy the App or any content on the App except where such copying is incidental to the normal non-commercial use of the App, or where it is necessary for the purpose of back-up or operational security;
  - h. not to make alterations to, or modifications of, the whole or any part of the App or any content on the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
  - i. not to infringe our intellectual property or the Publisher's or our other licensors' intellectual property in relation to your use of the App;
  - j. that you are solely responsible for your interactions with other users and users through the App;
  - k. that you will not collect other users' and users' content or information, or otherwise access the App, using automated means (such as harvesting bots, robots, spiders or scraping techniques) or otherwise, without our prior written permission;
  - l. that any content you upload or post to the App will be considered non-confidential and non-proprietary. You will own your content, but you hereby grant us, our licensee's and any third parties and other users of the App (each as we determine) a perpetual, irrevocable, royalty-free, transferrable, sub-licensable, worldwide licence to use, store and copy that content and

to distribute it and make it available to third parties via any and all media, including, without limitation, the right for us to upload and make available and to authorise third parties to upload and make available such content on third party sites and services, including social media applications and channels such as Facebook, Twitter, Pinterest, YouTube, Instagram and on the Publisher's own websites;

- m. that you waive any moral rights or equivalent rights in any jurisdiction in relation to any content that you upload or post to the App and that we can use such content without referencing you as the author of such work and that we can adapt and amend such content in our sole discretion;
- n. to compensate and defend us fully against any claims or legal proceedings brought against us by any person as a result of your breach of these Terms;
- o. to keep your account username and password secure at all times and not to disclose your account username and/or password to any other person;
- p. not to allow any other person to use or access your account; and
- q. to comply with all laws applicable to you.

## **6. Termination**

We may terminate these Terms and close your account at any time without notice if we cease to provide the App.

In addition to our right to remove any content from the App, we reserve the right to suspend, restrict or terminate your access to the App at any time without notice if we have reasonable grounds to believe you have breached any of these Terms. We also reserve the right to disable your account at our reasonable discretion. Suspension, restriction or termination of your access to the App will not limit our right to take any other action against you that we consider appropriate.

You may stop using the App at any time, or choose not to renew your subscription at the end of your current subscription period in accordance with sections 4(a)-(b) above.

## **7. Intellectual Property**

You acknowledge that the App, the content provided on the App and all copyrights, patents, trademarks, trade secrets, source code, object code and other intellectual property associated therewith are, and shall remain, the property of us or our licensors. You are not granted any intellectual property rights in or to the App or the content on the App except as expressly set out in these Terms. You are not authorized to use our or the Publisher's logos or trade marks or trade names (whether registered or unregistered) in any manner. You may only use the App for personal, non-commercial purposes.

## **8. Licensing**

The service and content provided through the App and the App itself are our property or the property of our licensors.

You are strictly only entitled to use the App, and consume content made available through the

App, in accordance with these Terms. We may need to notify you of other terms affecting your use of certain licensed content (such as music) if requested by our licensors from time to time, and will do so by making changes to these Terms.

The App and any other software made available to you via the App is licensed (not sold) to you, meaning that we or our licensors continue to own all copies of the App and other software when it is installed on your device. We may freely assign these Terms or any part of them, but you may not assign your rights under these Terms, or any part of them, nor may you sub-licence your rights under these Terms, to any third party.

These terms do not grant you any rights to use any of our, our licensors' or the Publisher's intellectual property, such as trade marks, domain names, logos or other branded features, which belong to us and our licensors respectively.

## **9. User Generated Content; Notice and Takedown**

We respect the intellectual property rights of others and expect users of the App to do the same. As part of the functionality of the App we may allow you and third parties to upload, transmit, send or receive content, data, ideas, communications and other materials to the App ("User Generated Content"). By providing any User Generated Content through the App, you grant us and our affiliates and our service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. You represent and warrant that you own or control all rights in and to your User Generated Content and have the right to grant the licence granted above to us and our affiliates and our service providers, and each of their and our respective licensees, successors and assigns. We are under no obligation to, and we do not, review such materials for the purposes of determining copyright infringement. Therefore, your reliance on User Generated Content is at your own risk. Because we have no control over User Generated Content, you acknowledge and agree that we are not responsible for the accuracy or availability of User Generated Content, and we neither endorse nor are responsible or liable for any User Generated Content that appears on the App. We shall have the right (but not the obligation) to delete, remove, monitor, or edit User Generated Content and block links to the App through technological or other means without prior notice. We also reserve the right to terminate access to the App if we believe a user is posting infringing material.

If you live outside of the United States, you are a rights holder and you believe that your copyright is being infringed by any material on the App, please contact us in writing via email at [matthancock@disciplesupport.com](mailto:matthancock@disciplesupport.com) with a copy to FAO: Legal, Disciple Media Limited Atrium Building, Stables Market, London, NW1 8AH, United Kingdom stating the following:

- a. your contact details;
- b. identification of the material to which the complaint relates and which appears on the App, which is reasonably sufficient to permit us to locate the material; and
- c. proof that you are the rights holder and a statement that you are the rights holder or are an authorised representative.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the App infringe your copyright, you (or your agent) may send us a notice requesting that we remove the material or

block access to it. If you believe that copyrighted materials have been copied in a way that constitutes copyright infringement, please send an e-mail or written notice to our Designated Agent for notices of infringement and provide the following:

- A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work(s) that you claim has been infringed;
- A description of the material that you claim is infringing and the location of that material on the App;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Send the completed notice to our Designated Agent for claims of copyright infringement at: Alvin Chan, Disciple Media Limited Atrium Building, Stables Market, London, NW1 8AH, [alvin.chan@disciplemedia.com](mailto:alvin.chan@disciplemedia.com)

## Personal Data

By using the App, you consent to us collecting and using technical information about your device and related information for the purpose of helping us to improve the App and provide any services to you. For more information on how we use your personal data, please see our [Privacy Policy](#).

The App may make use of location data sent from your device. By using the App, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based features of the App. You may withdraw this consent at any time by turning off the location service settings on your device.

## 11. Our Legal Obligations

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence or fraud.

We are not responsible for:

- a. losses, damage, costs or expenses not caused by our breach of these terms;
- b. the actions or omissions of any Publisher or our licensors introduced to you through the App;
- c. the actions or omissions of other users of the App;
- d. any indirect or consequential loss or damage which means a loss suffered by you which is a side effect of the main loss or damage and where we could not have anticipated that type of loss arising when you agreed to these terms; or

- e. any harm, loss or damage suffered by you or anyone else if the App is interrupted, suspended or otherwise not provided to you or if we do not comply with these terms because of events beyond our control (for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure).

For any loss or damage suffered by you or anyone else that may arise from use of the App and which is not otherwise excluded under this section 11, to the extent permitted by law our liability is limited to £100.

## **12. Disclaimer and Technical Limitations**

We do not endorse or take any responsibility for statements, advertisements or any content whatsoever transmitted through, or linked to from or via, the App by other users or third party service providers. We are not responsible for any transaction you may enter into with a third party via the App and it is up to you to decide whether or not to do so.

The App and the service provided through it is provided without express or implied warranty or condition of any kind, on an "as-is" basis, subject to applicable law. You agree that you must evaluate, and that you bear all risks associated with, the use of the App, including without limitation, any reliance on the accuracy, completeness or usefulness of any materials available through the App.

We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

You acknowledge and accept that your access to the App is dependent on connectivity over communications networks and facilities that are outside of our operation and/or control and that your use of the App may be subject to limitations, delays and other problems inherent in the use of such networks and facilities.

We disclaim all warranties with respect to the App including, but not limited to, the warranties of non-infringement and title. We give no warranty that your use of the App will be uninterrupted or error free, that the information obtained from the App will be accurate, complete, current, or reliable, that the quality of the App will be satisfactory to you, or that errors or defects will be corrected. You acknowledge and accept that we are not responsible for any loss or damage of any kind that you may suffer as a result of any interruption or delay to your access to the App, or as a result of any failure or error in the transfer of data over those networks and facilities in connection with your use of the App.

## **13. Third party services**

The App may include and link to features, websites and services (such as gig ticketing, the Publisher's own website and social applications like Twitter, Facebook, Pinterest, YouTube and Instagram) that are provided by a third party. We do not control such third party sites or services and are not responsible for the content of such sites or services. Our inclusion of links does not imply any endorsement or association with their operators. The terms applicable to use of that third party service will apply and we will not be responsible for anything that is done or not done by you or the third party service provider in connection with your use of their service. We recommend that you check the applicable third party service's terms and conditions of use and sale before using such third party service or purchasing any products or services.

## 14. Contacting Us

If you need to contact us, please email us at [matthancock@disciplesupport.com](mailto:matthancock@disciplesupport.com) or write to us at Atrium Building, Stables Market, London, NW1 8AH. Please note that we are only responsible for the App and do not represent the Publisher. If we have to contact you, we will do so by e-mail to the address you provide to us when you signed up for the App or via the App.

## 15. Disputes

Unless otherwise required by applicable law, any disputes in connection with these Terms will be governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction to hear any claims made in relation to these Terms. If the court in your country will not apply the laws of England and Wales, or if the courts in your country will not permit you to consent to the jurisdiction of the courts in England and Wales, then your local law and jurisdiction will apply to such disputes related to these Terms. You agree that you will not file a class action, or participate in a class action against us.

## 16. Other Important Legal Terms

We can assign, sub-contract and/or otherwise transfer any or all of our rights and/or obligations under these Terms to any company, firm or person. Please note that you may terminate your agreement with us at any time in accordance with sections 4(a)-(b). You may not transfer your rights or obligations under these Terms to anyone else. If our agreement with you is terminated for any reason we shall be entitled to continue to use all rights already granted by you to us (including our rights in relation to any content posted or uploaded by you to the App) and all of our rights and remedies against you for any breach of these Terms arising before the date of termination shall continue in full force.

If you breach these Terms and we take no action against you, or if we delay in doing so, that will not mean that we have waived our rights against you and we will still be entitled to enforce our rights and remedies against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms.

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the remainder of the Terms will continue to govern each of our respective obligations.

These Terms are not intended to give rights to anyone except you and us.

Except as otherwise expressly stated, these Terms contain the entire agreement between us and you relating to use of the App and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us and you relating to use of the App.