



PLEASE READ THESE LICENCE TERMS CAREFULLY

BY USING THE TOOLi™ APP OR THE TOOLi™ WEBSITE YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE TOOLi™ APP OR THE TOOLi™ WEBSITE.

YOUR ATTENTION IS SPECIFICALLY DRAWN TO SECTIONS 18, 19, AND 20 (OUR RESPONSIBILITY TO YOU FOR LOSS OR DAMAGE).

1. WHO WE ARE AND WHAT THESE TERMS DO

We TOOLi Limited, a company registered in England and Wales with company number 10524007 whose registered office is at 30 Coudray Road, Southport, Merseyside PR9 9NL license you to use:

- 1.1 the TOOLi™ mobile application software (**App**) and any updates or supplements to it;
- 1.2 the TOOLi™ website at www.Tooli.co.uk (**Site**); and
- 1.3 the social media service you connect to via the App and/or the Site and the content we provide to you through them, (together the **Service**), as permitted in these terms.

2. ADDITIONAL TERMS FOR PREMIUM SERVICES

In addition the additional **Premium Services** set out below will be governed by the following terms of use:

Premium Service	Web address of terms of use
Push Notifications	www.tooli.co.uk

3. APPSTORE'S TERMS MAY ALSO APPLY

The ways in which you can use the App may also be controlled by the rules and policies of the relevant appstore from where you downloaded the App. Where there is any conflict, as between us and you, these terms shall take priority.

4. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

- 4.1 **Support.** If you want to learn more about the Service or have any problems using them please take a look at our support resources at www.tooli.co.uk.
- 4.2 **Contacting us (including with complaints).** If you think the Service is faulty or misdescribed or wish to contact us for any other reason please email our customer service team at admin@tooli.co.uk
- 4.3 **How we will communicate with you.** If we have to contact you personally we will do so by push notification or messaging through the Service, by email, by SMS or by pre-paid post, using the contact details you have provided to us.

5. HOW YOU MAY USE THE SERVICE

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

- 5.1 access the Service through the Site;
- 5.2 download or stream a copy of the App onto your mobile device or tablet and view, use and display the Service on such devices for your personal purposes only; and
- 5.3 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.

6. UPDATES AND CHANGES TO THE SERVICE

- 6.1 From time to time we may automatically update the App and change the Site and/or the Service to improve performance, enhance functionality, reflect changes to the operating system, address security issues or for other business purposes. Alternatively we may ask you to update the App for these reasons.
- 6.2 If you choose not to install such updates to the App or if you opt out of automatic updates you may not be able to continue using the Service through the App.

7. WE MAY SUSPEND OR WITHDRAW THE SERVICE

- 7.1 The Service is made available free of charge, although you may be liable to charges for Premium Services. Please see the appropriate terms and conditions attached to the relevant Premium Service(s).

- 7.2 We do not guarantee that the Service, 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 the Service for business and operational reasons.

8. LICENCE RESTRICTIONS

- 8.1 You must be 16 or over to accept these terms and use the Service.
- 8.2 If you download or stream the App onto any 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 device.
- 8.3 You agree that you will not:
- (a) rent, lease, sub-license, loan, provide, or otherwise make available, the Service in any form, in whole or in part to any person without prior written consent from us;
 - (b) copy the Service, or any part of it, except as part of the normal use of the Service or where it is necessary for the purpose of back-up or operational security;
 - (c) translate, merge, adapt, vary, alter or modify, the whole or any part of the App, the Site or the Service nor permit the Service or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Service on devices as permitted in these terms;
 - (d) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Service 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:
 - (i) is not disclosed or communicated without our 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
 - (ii) is not used to create any software that is substantially similar in its expression to the App;
 - (iii) is kept secure; and
 - (iv) is used only for the Permitted Objective; and
 - (e) use the 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 Service or any operating system;
 - (f) infringe our intellectual property rights or those of any third party in relation to your use of the Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
 - (g) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Service;
 - (h) use the Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - (i) collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service.
- 8.4 You agree that you will comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Service.

9. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

- 9.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 9.2 You are responsible for ensuring that all persons who access the Service using your account details are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 9.3 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.
- 9.4 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at admin@tooli.co.uk

10. YOUR PRIVACY

- 10.1 We only use any personal data we collect through your use of the Service in the ways set out in our privacy policy [\[LINK TO PRIVACY POLICY\]](#).
- 10.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 10.3 By using the Service, you agree to us collecting and using technical information about the devices you use the Service on and related software, hardware and peripherals to improve our products and to provide any Service to you. Full details can be found in our privacy policy [\[LINK TO PRIVACY POLICY\]](#).
- 10.4 Certain Services may 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 products and services.
- 10.5 You may stop us collecting such data at any time by turning off the location services settings on your device, but this may restrict functionality of the Service.

11. UPLOADING CONTENT TO THE SERVICE

- 11.1 Whenever you make use of a feature that allows you to upload content to the Service, or to make contact with other users of the Service, you must comply with the content standards set out below.
- 11.2 You warrant that any such content does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 11.3 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to:
 - (a) store and copy that content;
 - (b) publish that content on the Service (in each case as they may be changed from time to time); and
 - (c) use that content in any promotional or advertising of the Service.
- 11.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Service constitutes a violation of their intellectual property rights, or of their right to privacy.
- 11.5 We have the right to remove any posting you make on the Service if, in our opinion, your post does not comply with the content standards set out below.
- 11.6 You are solely responsible for securing and backing up your content.

12. CONTENT STANDARDS

- 12.1 These content standards apply to any and all material which you upload to the Service (**contributions**).
- 12.2 You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 12.3 Contributions must:
 - (a) be accurate (where they state facts);
 - (b) be genuinely held (where they state opinions); and
 - (c) comply with applicable law in the UK and in any country from which they are posted.
- 12.4 Contributions must not:
 - (a) contain any material which is defamatory of any person;
 - (b) contain any material which is obscene, offensive, hateful or inflammatory;

- (c) promote sexually explicit material;
- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right or trade mark of any other person;
- (g) be likely to deceive any person;
- (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (m) give the impression that they emanate from us, if this is not the case; or
- (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

12.5 The Service includes information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users do not represent our views or values.

12.6 If you wish to complain about content, information or materials uploaded by other users please contact us on admin@tooli.co.uk

13. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Service throughout the world belong to us (or our licensors) and the rights in the Service are licensed (not sold) to you. You have no intellectual property rights in, or to, the Service other than the right to use them in accordance with these terms.

14. RULES ABOUT LINKING TO OUR SITE

14.1 You may link to the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

14.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.3 The Site must not be framed on any other site.

14.4 We reserve the right to withdraw linking permission without notice.

14.5 If you wish to link to or make any use of content on the Service other than that set out above, please contact admin@tooli.co.uk

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU – CONSUMER USERS ONLY

The following section applies only if you are a consumer. You are a consumer if you are using the Service wholly or mainly for your personal use and not for use in connection with your trade, business, craft or profession).

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

15.2 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.

15.3 If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU – BUSINESS USERS

16.1 The following section applies to all users unless they are a consumer (as defined above) and sets out our entire liability to you:

- (a) arising under or in connection with these terms;
- (b) in respect of any use made by you of the Service or any part of it; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms.

16.2 Nothing in these terms excludes our liability:

- (a) for death or personal injury caused by our negligence; or
- (b) for fraud or fraudulent misrepresentation.

16.3 You assume sole responsibility for results obtained from your use of the Service, and for conclusions drawn from such use.

16.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms; and

16.5 The Service is provided to you on an "as is" basis.

16.6 Subject to the above paragraphs of this section, we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms.

16.7 Subject to the above paragraphs of this section and any express terms to the contrary in any additional terms for Premium Services, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms shall be limited to £100.

17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU – ALL USERS

17.1 The Service is provided for general information only. It does 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 Service. Although we make reasonable efforts to update the information provided by the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date, nor as to the identity or services offered by any other users of the Service.

17.2 The Service may contain links to other independent websites 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.

17.3 We recommend that you back up any content and data used in connection with the Service, to protect yourself in case of problems with the Service.

17.4 We do not guarantee that the Service will be secure or free from bugs or viruses.

17.5 You are responsible for configuring your information technology, computer programmes and platform to access the Service. You should use your own virus protection software.

17.6 The Service has not been developed to meet your individual requirements. Please check that the facilities and functions of the Service meet your requirements.

17.7 We are not responsible for events outside our control.

18. WE MAY END YOUR RIGHTS TO USE THE SERVICE IF YOU BREAK THESE TERMS

18.1 We may end your rights to use the Service at any time by contacting you if you have broken these terms.

18.2 If we end your rights to use the Service:

- (a) you must stop all activities authorised by these terms, including your use of the Service;
- (b) 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; and
- (c) we may remotely access your devices and remove the App from them and cease providing you with access to the Service.

19. CHANGES TO THESE TERMS

19.1 We may need to change these terms to reflect changes in law or best practice, to reflect changes to our user's needs and our business priorities or to deal with additional features which we introduce at any time.

19.2 If you do not accept the notified changes you will not be permitted to continue to use the Service.

20. YOU MAY NOT TRANSFER THE SERVICE TO SOMEONE ELSE

We are giving you personally the right to use the Service as set out in these terms. You may not otherwise transfer the Service to someone else, whether for money, for anything else or for free unless we agree in writing. If you sell any device on which the App is installed, you must remove the App from it.

21. WE MAY TRANSFER OUR RIGHTS TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will ensure that the transfer will not affect your rights under these terms.

22. NO RIGHTS FOR THIRD PARTIES

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms.

23. IF A COURT FINDS PART OF THESE TERMS 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.

24. DELAY AND WAIVER

Even if we delay in enforcing these terms, 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 these terms, 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.

25. GOVERNING LAW AND JURISDICTION

These terms are governed by English law and you can bring legal proceedings in respect of the Service in the English courts. If you are a consumer (as defined above) and live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you are a consumer and live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

26. ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and you are not happy with how we have handled any complaint, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform admin@tooli.co.uk