

## **PADDLE LOGGER TERMS OF USE**

### **PLEASE READ THESE LICENCE TERMS CAREFULLY**

BY DOWNLOADING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

### **Who we are and what this Agreement does**

We Paddle Logger Limited of Office 1, The Warehouse, Anchor Quay, Falmouth, Cornwall TR10 8GZ license you to use:

- The Paddle Logger mobile application software and the data supplied with the software (the App) and any updates or supplements to it.
- The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

**PLEASE TAKE ADEQUATE SAFETY PRECAUTIONS WHEN EXERCISING OR PARTICIPATING IN SCENARIOS WHERE YOU MAY USE THE APP. DO NOT PUT YOURSELF IN A POSITION THAT CAN LEAD TO SERIOUS INJURY OR DEATH. THE PADDLELIVE® SERVICE WILL NOT CONTACT THE EMERGENCY SERVICES OR BE RESPONSIBLE FOR TAKING ANY ACTIONS TO FACILITATE A RESCUE, IT WILL ONLY NOTIFY YOUR NOMINATED CONTACT OF YOUR LOCATION.**

### **Your privacy**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Policy](#) and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

By using the PaddleLIVE® service you can opt to provide contact information of a responsible nominated contact and agree that you have their consent to provide these details to Paddle Logger Ltd..

**In using this optional service, you are consenting to Paddle Logger Ltd. sending your nominated contact your GNSS location. You understand that once Paddle Logger Ltd. sends your GNSS location to your nominated contact, Paddle Logger Ltd. is not responsible for what your nominated contact does with your location data. The PaddleLIVE® service shares your live GNSS position to a webpage that is viewable by your nominated contact that will anonymously be sent the link to the webpage to ascertain your location. It is then up to your nominated contact to decide what action**

he or she deems appropriate in their sole discretion, including whether or not emergency services are required.

### **Additional terms for specific Services**

In addition the Services set out below will be governed by the following terms of use and privacy policies:

<b>Service</b>	<b>Web address of terms of use</b>	<b>Web address of privacy policy</b>
Google Maps API	<a href="https://maps.google.com/help/terms_maps/">https://maps.google.com/help/terms_maps/</a>	<a href="https://policies.google.com/privacy">https://policies.google.com/privacy</a>

### **Apple's App Store's terms also apply**

The ways in which you can use the App may also be controlled by the Apple App Store's [rules and policies](#) and Apple Store's rules and policies will apply instead of these terms where there are differences between the two.

The following policies also apply to your use of the App:

- Our [Privacy Policy](#)
- Our Cookie Policy, which sets out information about the cookies on our App.

### **Operating system requirements**

This App requires an iPhone, Apple Watch, iPad or iPod Touch device with iOS 12.0 or later operating system and the minimum amount of memory as specified in the App Store

### **Support for the App and how to tell us about problems**

**Support.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources in App or on our [web resources](#). You may also contact support through the App under the "More" tab.

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please e-mail our customer service team at [help@paddlelogger.com](mailto:help@paddlelogger.com) or contact us through the App.

**How we will communicate with you.** If we have to contact you we will do so by e-mail, using the contact details you have provided to us. Paddle Logger Ltd. will contact your nominated contact by SMS should the PaddleLIVE® service be activated.

### **How you may use the App, including how many devices you may use it on**

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

- download a copy of the App onto your handheld device and view, use and display the App and the Service on such devices for your personal purposes only. and
- 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.

### **You must be over 13 to download and use the App**

The Paddle Logger App is not intended for children and you must be over 13 to download and use the App.

### **You may not transfer the App to someone else**

We are giving you personally the right to use the App and the Service as set out [above](#). You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

### **Changes to these terms**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days notice of any change by sending you an e-mail with details of the change or notifying you of a change when you next start the App.

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

### **Update to the App and changes to the Service**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it.

### **We may suspend or withdraw our App**

The App is made available free of charge. The in-app purchases of subscriptions are offered on a monthly or annual subscription with payments charged to your iTunes account at the confirmation of purchase. We do not guarantee that our App, 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 our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that your nominated contact is aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Payments and fees**

If you choose to purchase in-app subscription services, you must provide information about your preferred payment method. If you paid through the iTunes store, you may change your payment method through the corresponding store account. All purchases are final and no refunds or credits will be provided.

Subscription fees will be billed automatically at the start of the monthly or annual period, as applicable. The subscription fees will auto-renew until they are downgraded or terminated. Your fees will be the same as your initial charges unless you are otherwise notified in advance.

You authorise Apple to charge your payment method for the appropriate fees and for any other purchases you make via the App.

You may cancel your auto-renewal at any time.

You may be entitled to change your mind and receive a full refund within 14 days, you can submit a refund request to Apple – for further details please see Apple's terms of use

You may cancel your subscriptions by visiting the subscription management options within iOS. The cancellation of a membership will go into effect at the end of your current billing cycle and you will have the same level of access to the App through the remainder of the billing cycle.

When your subscription ends, your account will return to free mode. You can renew your subscription at any time.

Users that downloaded the free version of a subscription using a redeemable code will not automatically be charged for a new subscription and will have the option to purchase a subscription at the end of the free period.

### **If someone else owns the phone or device you are using**

If you download the App onto any phone or other 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 phone or other device.

### **You must keep your account details safe**

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.

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 of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [help@paddlelogger.com](mailto:help@paddlelogger.com).

### **We may collect data about your device**

By using the App or any of the Services, we will automatically collect personal data including Device, Content and Usage Data. We collect this data using cookies and other similar technologies. Please see our [Privacy Policy](#) and Cookie Policy for further details.

### **We may collect location data (but you can turn location services off)**

This App will 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.

You may stop us collecting such data at any time by turning off the location services settings on your device. However, location data is a key element for the functionality of the App and without it the App will not function. GNSS data is stored on your device for the purpose of logging your journeys but is not shared with Paddle Logger Ltd. unless you choose to make use of the full PaddleLIVE® functionality. For further details please see our [Privacy Policy](#).

### **We are not responsible for other websites you link to**

The App or any 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 or share content to any such independent sites or social media apps, including whether to buy any products or services offered by them.

### **Licence restrictions**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services 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:
  - is not disclosed or communicated without the Licensor's 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
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

### **Acceptable use restrictions**

You must:

- not use the App or any 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 App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

### **Uploading content to our App**

Whenever you make use of a feature that allows you to upload content to our App, or to make contact with other users of our App, you must comply with the content standards set out in this agreement.

You warrant that any such contribution 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.

Any content you upload to our App 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 use, store and copy that content and to distribute and make it available to third parties.

### **Intellectual property rights**

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

### **Our responsibility for loss or damage suffered by you**

**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.

**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.

**When we are liable for damage to your property.** 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.

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App and the Services.** The App and the Services are provided for general information and entertainment purposes only. They do 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 App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**PLEASE TAKE ADEQUATE SAFETY PRECAUTIONS WHEN EXERCISING OR PARTICIPATING IN SCENARIOS WHERE YOU MAY USE THE APP. DO NOT PUT YOURSELF IN A POSITION THAT CAN LEAD TO SERIOUS INJURY OR DEATH. THE PADDLELIVE® SERVICE WILL NOT CONTACT THE EMERGENCY SERVICES OR BE RESPONSIBLE FOR TAKING ANY ACTIONS TO FACILITATE A RESCUE, IT WILL ONLY NOTIFY YOUR NOMINATED CONTACT OF YOUR LOCATION.**

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

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the Apple Store site) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

#### **We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so. If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- 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.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

#### **We may transfer this Agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### **Our trade marks are registered**

The Paddle Logger Ltd. logo is a UK registered trade mark of David Walker. You are not permitted to use this without our approval. The PaddleLIVE® logo is a UK registered trade mark of Paddle Logger Ltd. The PaddleLIVE® name is a UK registered trade mark of Paddle Logger Ltd. You are not permitted to use either the logo or name these without our approval.

### **No rights for third parties**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### **If a court finds part of this Contract 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.

### **Even if we delay in enforcing this Contract, we can still enforce it later**

Even if we delay in enforcing this Contract, 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 this Contract, 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.

### **Which laws apply to this Contract and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

### **Your feedback**

The App was built on user feedback and we welcome your comments, feedback suggestions and other communications regarding the App and the information we make available. If you provide feedback, you grant to Paddle Logger Limited a royalty-free license to copy, distribute, publicly display and use such feedback on a worldwide basis. For this reason, we ask that you do not send Paddle Logger Limited any feedback that you do not wish to license to us as set forth above.