



## PARENT LIST APPLICATION - TERMS AND CONDITIONS

BY DOWNLOADING THE APP YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT DOWNLOAD THE APP.

Who we are and what this agreement does:

We, Parent List Limited, of 27 Greystones Grange Road, Sheffield, S11 7JH, United Kingdom license you to use:

- Parent List v1.0.18 mobile application software, the data supplied with the software, (App) and any updates or supplements to it.
- The related electronic documentation (Documentation).
- The service you connect to via the App and the content we provide to you through it (Service).

as permitted in these terms.

### The Application (App)

Parent List (App) is a piece of software created to provide checklist and video style content, plus list making tools for parent who want support in their parent journey. It is used to access list and video content across a range of topics related to parenting children aged 0 to 5 years.

Furthermore, it is used to host exclusive video content including movement, meditation and breathing exercise video (requires in-app purchases). It provides the ability for users to personalise lists across all topics to suit their family and parenting style (requires in-app purchases), and allows users to create and manage private to-do lists (requires in-app purchases).

### Your privacy and use of data

At Parent List Limited, we are committed to protecting and respecting your privacy and Personal Data in compliance with the United Kingdom General Data Protection Regulation ("GDPR"), the Data Protection Act 2018 and all other mandatory laws and regulations of the United Kingdom.

You acknowledge that Parent List will be able to access and adjust your downloaded licence agreement content and your personal information, and that our use of such material and information is subject to your legal agreements with Parent List and our Privacy Policy.

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy: <https://www.parentlist.app/privacy-policy>.

Our Privacy Policy explains how we collect, process, and keep your data safe. It will tell you about your privacy rights, how the law protects you, and inform our employees and staff members of all their obligations and protocols when processing data.

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.

## Google Play and App Store's terms also apply

The ways in which you can use the App and Documentation may also be controlled by the Google Play and App Store's rules and policies, which we recommend you read here:

- Google Play [https://play.google.com/intl/en-us\\_us/about/playterms/index.html](https://play.google.com/intl/en-us_us/about/playterms/index.html)
- App Store, <https://www.apple.com/legal/internet-services/itunes/us/terms.html>.

## Third party stores; premium services; in-app purchases

The App may be dependent on and/or interoperate with third-party owned and/or operated platforms and services, e.g., Apple (iTunes, etc.), Google, etc. (each, a "Third Party Platform") and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access the App. By using the App, you agree to comply with any applicable terms, conditions or requirements promulgated by any provider of a Third Party Platform (e.g., Facebook's Terms of Use, iTunes Store Terms of Use, etc.).

We may make certain products and/or services available to users of the App in consideration of a subscription fee, including the ability to purchase products, services and enhancements, such as guided meditation videos and the ability to personalise the lists you save ("In-App Products"). If you choose to use Premium Services or purchase In-App Products, you acknowledge and agree that additional terms may apply to your use of, access to and purchase of such Premium Services and In-App Products, and such additional terms are incorporated herein by reference. You may purchase Premium Services and In-App Products through the following payment methods (each, a "Premium Payment Method"):

1. making a purchase through the Apple App Store®, Google Play or other mobile or web application platforms or storefronts authorized by us (each, a "Third Party Store"),
2. paying with your credit card, debit card, or PayPal account, which will be processed by a third party processor, or
3. adding charges to your mobile carrier bill and remitting payment directly to your carrier.

Once you have requested a Premium Service or In-App Product, you authorise us to charge your chosen Premium Payment Method and your payment is non-refundable. If payment is not received by us from your chosen Premium Payment Method, you agree to promptly pay all amounts due upon demand by us. If you want to cancel or change your Premium Payment Method at any time, you can do so either via the payment settings option under your profile or by contacting your mobile service provider. If your chosen Premium Payment Method is via your mobile service provider, then please check with them about their payment terms, as their payment terms will govern how payments to Parent List Limited are made as well as how such payments may be changed or cancelled. Your subscription to Parent List Limited's Premium Services will automatically renew until you decide to cancel in accordance with such terms. In the event of a conflict between a Third Party Store's terms and conditions and these Terms, the terms and conditions of the Third Party Store or service provider shall govern and control. We are not responsible and have no liability whatsoever for goods or services you obtain through the Third Party Store, our third party service providers or other websites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

## Member Content

Some users may be invited to share content on the App - these users are members who have subscribed to enhanced functionality within the App via in-app-purchases. Member Content belongs to the user who posted the content and is stored on our servers and displayed via the App. You do not have any rights in relation to other users' Member Content. We reserve the right to terminate your Account if you misuse other users' information.

## **Our Content**

Any other text, video, content, graphics, user interfaces, trademarks, logos, sounds, artwork, and other intellectual property appearing on Parent List are owned, controlled or licensed by us and are protected by copyright, trademark and other intellectual property law rights. All right, title and interest in and to Our Content remains with us at all times.

## **Operating system requirements**

This app requires a smartphone device with iOS or Android software. We recommend you use the latest version of the software.

We attempt to keep the application updated so that it complies with modified/new versions of the software and new hardware. You are not granted rights to claim such an update.

You acknowledge that it is your responsibility to confirm and determine that the app end-user device on which you intend to use the applications satisfies the technical requirements mentioned above.

We reserve the right to modify the technical specifications as we see fit at any time.

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

We are solely responsible for providing any maintenance and support for this licenced application. Both parties (you and Parent List) acknowledge that App Store or Google Play has no obligation whatsoever to furnish any maintenance and support services in respect of the licenced application.

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 at <https://www.parentlist.app>

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 email our customer service team at [hello@parentlist.app](mailto:hello@parentlist.app)

How we will communicate with you: If we have to contact you, we will do so by email using the contact details you have provided to us.

## **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 or stream a copy of the App onto your personal or business devices and view, use and display the App and the Service on such devices for your personal or business purposes only.
- use any Documentation to support your permitted use of the App and the Service.
- 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 17 to accept these terms and buy the app**

You must be 17 or over to accept these terms and buy 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 7 days' notice of any change by sending you a push notification or email 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 bought it.

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

If you download or stream 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.

We may collect technical data about your device

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

## **Location data**

We do not collect or use your location data.

## **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 any such independent sites, 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, Documentation 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, Documentation 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, including by the submission of any material (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.

### Intellectual property rights

All intellectual property rights in the App, the Documentation 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 to, the App, the Documentation 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 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 app store site and in the Documentation) 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.

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### **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.

### **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. 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.

### **Applicable law 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. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## Alternative dispute resolution

If any dispute arises in connection with these terms, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 working days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.

Unless otherwise agreed, the mediation will start not later than 28 working days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of these terms until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.