

1 Terms and Conditions

These terms and conditions are the contract between you and Redbeard (“us”, “we”, etc). By visiting or using Our Website, or signing up for our Services, you agree to be bound by them.

We are Redbeard Services Ltd, a company registered in England and Wales, number 10104884.

Our address is Unit 209F, The Big Peg, Vyse Street, Birmingham, B18 6ND

You are: Anyone who uses Our Website or buys from us.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website and stop using the site or the services immediately.

These are the agreed terms:

2 Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.
“Licence”	means a licence granted by us to you in the terms of this agreement for use of a Product.
“Our Website”	means any website or service designed for electronic

access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.

"Post"	means place on or into Our Website any Content or material of any sort by any means.
"Product"	means any software or other product sold or offered for sale by us on Our Website.
"Services"	means all of the services available from Our Website, whether free or charged.
"App ID"	The App Bundle Identifier of your iOS Application.
"Redbeard Marketplace"	The Marketplace of products available from Redbeard

3 Interpretation

In this agreement unless the context otherwise requires:

1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
2. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
3. in the context of permission, "may not" in connection with an action of yours, means "must not".
4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
6. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

7. these terms and conditions apply to all supplies of Products by us. They prevail over any terms proposed by you.
8. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

4 Basis of Contract

1. When you buy a Product (Including Free products), you are in fact buying a Licence to use that Product, subject to the terms of this agreement.
2. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of a Product given on Our Website.
3. You acknowledge that you understand exactly what is included in a Product and you are satisfied that the Product you have selected is suitable and satisfactory for your requirements;
4. The contract between us comes into existence when you download the Purchased Product, including any free products.
5. We may change this agreement and / or the way we provide a Product, at any time. If we do:
6. The change will take effect when we Post it on Our Website.
7. If you make any payment for Products or Services in the future, you will do so under the terms Posted on Our Website at that time.

5 The Licence

1. Subject to the terms of this agreement, we grant to you a limited Licence to use a Product for your personal or business use. The Licence is non-exclusive and royalty free.

2. In the case of the Redbeard Framework, The Licence is a perpetual license unrestricted to a single App (Bundle Identifier), without restriction to the number of developers using the license.
3. For Redbeard Marketplace products, The Licence is a perpetual license restricted to a single App (Bundle Identifier), without restriction to the number of developers within an organisation using the license.

6 The Licensee

Except as expressly set out in this Agreement or as permitted by any local law, the Licensee undertakes:

Redbeard Framework

1. not to rent, lease, sub-license, loan, sell, resell, translate, merge, adapt, vary modify the Software or Documentation except to the extent expressly permitted in writing.
2. Not to make amendments, alterations or modifications of, the whole or any part of the Software.
3. not to disassemble, de-compile or reverse engineer nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter- operability of the Software with another software program, and provided that the information obtained by the Licensee during such activities: (i) is used only for the purpose of achieving inter-operability of the Software with another software program; (ii) 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; and (iii) is not used to create any software which is substantially similar to, or competitive with, the Software.

Redbeard Marketplace Products

4. not to rent, lease, sub-license, loan, sell, resell, translate, except to the extent expressly permitted in writing (See the product details page of each downloadable product for clarification).
5. not to license items and then make them available to others 'as-is' (that is, as a stand-alone item or as stock), regardless of which license you purchase.

7 Your account and personal information.

1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

8 The Price

1. The price payable for a Product is clearly set out on Our Website.
2. The price charged for any Product may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
3. The price of a Product may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy that Product.
4. Prices are inclusive of any applicable value added tax or other sales tax.
5. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any time for any reason will not entitle you to a refund of monies paid.

9 If you buy as a consumer

This paragraph applies if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the

Regulations apply to the transaction concerned, then the following terms apply to the contract.

1. As required by the Regulations, details of our after-sales service and guarantees, if any, are given in Our Website terms and conditions.
2. Most of our Products are “delivered” either by allowing you to download them or by our sending as email attachments. As a result we are unable to allow you 14 days to return a downloaded Product.
3. To comply with the Regulations we require you to instruct us to deliver a Product to you immediately. If you do this you will lose your right to cancel in the 14 day period.
4. By accepting Redbeard terms and conditions, you now do instruct us to deliver a Product as soon as we are reasonably able and you understand that in doing so you lose your right to cancel.
5. You have no right to a refund of money paid for a Product once that Product has been made available to you by email or download.
6. This paragraph does not affect your rights in the event that a Product delivered is not the same you purchased through Our Website.

10 Foreign Taxes, duties and import restrictions

1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
2. You are responsible for purchasing a Product which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

11 Security of your credit card

We take care to make Our Website safe for you to use.

7. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

8. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

12 How we handle your content

1. Our privacy policy is strong and precise. It complies fully with current UK law.
2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
5. We will use that licence only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time.
6. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright, Designs and Patents Act 1988 s80.
7. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
8. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
9. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;

10. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
11. Please notify us of any security breach or unauthorised use of your account.

12. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a licence to use it in the terms set out at sub paragraph 5 above.

13 Restrictions on what you may Post to our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever way we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

1. be unlawful, or tend to incite another person to commit a crime;
2. consist in commercial audio, video or music files;
3. be obscene, offensive, threatening, violent, malicious or defamatory;
4. be sexually explicit or pornographic;
5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
6. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;

7. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
8. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
9. facilitate the provision of unauthorised copies of another person's copyright work;
10. link to any of the material specified in this paragraph;
11. Post excessive or repeated off-topic messages to any forum or group;
12. sending age-inappropriate communications or Content to anyone under the age of 18.

14 Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

1. hyperlinks, other than those specifically authorized by us;
2. keywords or words repeated, which are irrelevant to the Content Posted.
3. the name, logo or trademark of any organisation other than that of you or your client.
4. inaccurate, false, or misleading information;

15 Removal of offensive Content

1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
3. If you are offended by any Content, the following procedure applies:
 1. your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 2. we shall remove the offending Content as soon as we are reasonably able;
 3. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 4. we may re-instate the Content about which you have complained or not.
4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

16 Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.

2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
3. download any part of Our Website, without our express written consent;
4. collect or use any product listings, descriptions, or prices;
5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services.
7. Despite the above terms, we now grant a licence to you to:
 1. create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. you can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. you may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 2. you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

17 Interruption to our Service

1. If it is necessary for us to interrupt our Service, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
2. You acknowledge that our Service may also be interrupted for many reasons beyond our control.
3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our Service.

18 Intellectual Property

1. We will defend our Intellectual Property rights in all countries.
2. Except as set out below, you may not copy, modify, publish, transmit, or sell, create derivative works from, distribute, perform, display, or in any way exploit any of our Intellectual Property or that owned by any third party and accessible to you via Our Website.
3. You may not use our name or logos or trade marks or any other content on any website of yours or that of any other person.

You agree that at all times you will:

4. not to cause or permit anything which may damage or endanger our title to any of our Intellectual Property;
5. notify us of any suspected infringement of the Intellectual Property;
6. indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
7. on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by the Company in writing;
8. not use any name or mark similar to or capable of being confused with any name or mark of ours;
9. so far as concerns a software Product provided or made accessible by us to you, you will not:
 1. copy, or make any change to any part of its code;
 2. use it in any way not anticipated by this agreement;
 3. give access to it to any other person than you, the licensee in this agreement;
 4. in any way provide any information about it to any other person or generally.

19 Disclaimers and limitation of liability

1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
2. All implied conditions, warranties and terms are excluded from this agreement.
3. We or our suppliers may make improvements or changes to Our Website, the Content, or to any Product, at any time and without advance notice.
4. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
5. The Redbeard Website and Redbeard Products are provided “as is”. We make no representation or warranty that the Product will be:
 1. useful to you;
 2. of satisfactory quality;
 3. fit for a particular purpose;
 4. available or accessible, without interruption, or without error;
6. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.
7. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
8. We accept no responsibility for:
 1. malfunction in any hardware of yours;
 2. malfunction in any Product provided by us unless you can prove that it was defective when you received it from us;

3. the provision or failure to provide any firewall;

9. We shall not be liable to you for any loss or expense which is:
 1. indirect or consequential loss; or

 2. economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

10. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Product concerned.

11. Except in the case of death or personal injury, our total liability under this Agreement, however it arises, shall not exceed the sum of £10,000.

12. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999) as well as to ourselves.

13. Nothing in this agreement excludes liability for a party's fraud.

20 You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

1. your failure to comply with the law of any country;

2. your breach of this agreement;

3. any act, neglect or default by any agent, employee, licensee or customer of yours;
4. a contractual claim arising from your use of a Product;

and for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100.00 per hour without further proof.

21 Miscellaneous matters

1. You undertake to provide to us your current land address, e-mail address, telephone as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
2. The schedules, if any, to this agreement are part of the agreement and have the same force and effect.
3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
5. If you are in breach of any term of this agreement, we may:
 1. publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 2. terminate your account and refuse access to Our Website;
 3. issue a claim in any court.
6. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

8. You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.
9. Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery.
It shall be deemed to have been delivered: if
delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;
10. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
11. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
12. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.
13. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
14. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales.

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

Exception when you opt out

This provision applies to digital products which we deliver to you either:

- by allowing you to download; OR
- by our sending as an email attachment; OR
- (if in a hard copy container) by post or other carrier

If you want us to immediate deliver/download a product other than to wait for 14 days away, please complete the form below.

If you tick the box on our website to confirm acceptance of this agreement, you:

- confirm that you want us to deliver downloaded products or products we send to you as email attachments or some other open digital format, before the expiry of 14 days.

AND

- accept that you will lose your right to cancel the contract.

AND

- understand that your agreement is a term of the contract between us.