

DOOPLY

WEBSITE USER TERMS AND CONDITIONS

Introduction

Welcome to the Dooply website. If you continue to browse or use this website you are agreeing to comply with and be bound by the following terms and conditions of use (“**Terms**”) which govern our relationship with you in relation to this website. If you disagree with any part of these Terms, please do not use our website.

The term “**we**” or “**Dooply**” means Dooply Technologies Limited, the owner and operator of the website www.dooply.com (the “**Website**”), whose registered office is Sussex Heights, 15c Sussex Heights, St Margarets Place, Brighton, East Sussex, United Kingdom, BN1 2FR and whose company registration number is 12995108 (“**us**” and “**our**” will be construed accordingly).

The term “**you**” refers to the user or viewer of our Website (and “**your**” will be construed accordingly).

This Website uses cookies. By using this Website and agreeing to these Terms, you consent to our use of cookies in accordance with the terms of our Cookies Policy and to the use of your information in accordance with our Privacy Policy.

Use of this Website

You must be over 18 years of age to purchase or make use of any products or services from our Website.

Unless otherwise stated, Dooply Technologies Limited owns the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of malicious computer software.

You must not use our Website to transmit or send unsolicited commercial communications.

Access to certain areas of this Website is restricted. We reserve the right to restrict access to areas of this Website, or indeed this entire Website, at our sole discretion.

If we provide you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential.

We may disable your user ID and password at our sole discretion without prior notice, if we believe you are making improper use of the Website.

Purchasing a report

We offer users the opportunity to purchase reports and analyses which are described on the Website.

The prices of each report are set out on the Website.

You can purchase reports by clicking on the 'Buy Now' link.

Please note that we are not obligated to accept your purchase request and reserve the right to refuse or cancel any order once it has been placed. This may be done, for example, if:

- your payment is not authorised or has been marked as fraudulent, or potentially fraudulent, by our payment system;
- payment has been made using a card not issued in a country we cover, or not where the billing address is outside our accepted territories; or
- there is an error on the Website regarding the price or description of a product.

By placing an order with us you are confirming that any information you have given is true and accurate and that you are authorised to use the card on which payment was made.

We are not liable for any breach of agreement, for delay or failure to perform your request to purchase a report, if the delay or failure is due to acts of God, civil commotion, riots, floods, drought, fire, legislation or other cause beyond our reasonable control. This does not affect your statutory rights.

User licence

Users who purchase any report from our Website are granted a perpetual, non-exclusive, worldwide royalty free licence to use the content contained within that report for any purpose at the user's discretion.

Our products

All products shown on the Website are subject to availability, and may be subject to change.

We reserve the right to update or amend the details and specifications of our products as necessary.

We try to ensure that information regarding products on our Website is as accurate as possible. However, we cannot be held responsible for any inaccuracies or errors.

Users specifically acknowledge that the content of our reports is drawn from available information on the internet which we have collated through the application of proprietary algorithms. Users are aware that we did not create this content ourselves and cannot be held liable for the accuracy or relevance of the content generated in our reports.

Prices

All prices are in pounds sterling and include VAT at the prevailing rate.

Prices are subject to change. However, in the event of a change in prices, these will not affect any order which has been placed and agreed.

Your right to cancel

If you order any services from our Website, as a consumer, you will be entitled to cancel such products or services under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, provided that you notify us within 14 days of placing your order.

The above ability to cancel shall not apply if (a) you have already received the services you have ordered through the Website, or (b) if a period of 14 days has elapsed from the date of placing the order.

Should you wish to cancel any products or services in accordance with the above policy, you should send an email to info@dooply.com requesting the cancellation and specifying the products or services which you wish to cancel.

Other than in the specific circumstances set out above, we do not offer any refunds once a purchase has been made.

Copyright

This Website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, look, appearance and graphics and all of the material available whether for free or for purchase through the Website.

All material contained in this Website is and shall remain at all times the copyright of Dooply Technologies Limited.

You must retain, and must not delete or remove all copyright notices and other proprietary notices placed by us on any material.

User Content

The Website may in the future provide comment or discussion forums which allow the submission of text, images, videos or other content by you and other users ("**User Content**") and the hosting and publishing of such User Content. You understand that whether or not such User Content are published, we do not guarantee any confidentiality with respect to any User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing them.

You represent and warrant that:

- (i) you own or have the necessary rights and permissions to use and authorize us to use all copyright, trademark or other proprietary rights in and to any User Content

to enable inclusion and use on the Website and in accordance with these Terms;
and

- (ii) whilst, you retain all of your ownership rights in your User Content, by submitting the User Content to us, you hereby grant us, in addition to any other rights which we may have, a worldwide, non-exclusive and transferable license to use, copy, prepare derivative works of, display and broadcast the User Content in connection with the Website and our business, including without limitation to grant access to the Website to third parties to view the User Content (and derivative works thereof).
- (iii) you will not: (i) submit material that is false or misleading copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the User Content and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us, our business or any third party; (iii) submit material that is unlawful, obscene, libelous, threatening, pornographic, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or (iv) misidentify yourself in submitting the User Content or misstate your true identity.

Any breach of the above warranties will result in the user's account being immediately terminated and may result in the user becoming liable to legal action.

We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content. You understand that when using the Website, you will be exposed to User Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and agree to indemnify and hold us, our owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

No warranties

This Website is provided "as is" without any representations or warranties, express or implied. We make no representations or warranties in relation to this Website or the information and material provided on this Website.

We do not warrant that this Website will be constantly available, or available at all; or that the information on this Website is complete, true, accurate or non-misleading.

Nothing on this Website constitutes, or is meant to constitute, advice of any kind. All content provided on the Website is provided purely for information purposes only. You should not rely upon any information you find on the Website or make any decision based upon it. All decisions in relation to any commercial or other matter must be taken at your own sole risk and based upon appropriate advice from relevant professionals. We do not accept any liability whatsoever for any information you may obtain from the Website.

We do not provide any warranty as to the suitability of the information and material found or offered on this Website for any particular purpose. Your use of any information or material on this Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any materials, services or information available through this Website meet your own specific requirements.

You acknowledge that information and material found or offered on this Website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this Website and the use of this Website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Limitations and exclusions of liability

Our liability to you in relation to the use of our Website or under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will be limited as follows: Dooply Technologies Limited and its employees, agents and contractors will not be liable to you for any loss or damage of any nature whether arising directly or indirectly from the use of or reliance on information obtained from this Website; Dooply Technologies Limited and its employees, agents and contractors will not be liable for any consequential, indirect or special loss or damage and will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information.

Nothing in these Terms will limit or exclude our liability for death or personal injury resulting from negligence, limit or exclude our liability for fraud or fraudulent misrepresentation or limit any of our liabilities in any way that is not permitted under applicable law.

By using this Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use this Website.

Without limiting any of the above terms, the total aggregate liability of Dooply Technologies Limited shall not exceed the purchase price of the product purchased by the user.

Indemnity

If you breach these Terms you will be held fully responsible for any loss suffered by us as result of such breach and will be held accountable for all losses caused or profits gained by you from breaching these Terms.

You agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses) incurred or suffered by us arising out of any breach by you of any provision of these Terms.

Other websites

This Website may contain links to other websites that are not under the control of and are not maintained by us. We are not responsible for the content or reliability of the linked websites.

We provide these links for your convenience only but do not endorse the material on those sites.

Waiver

The failure by us to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the right at any time subsequently to enforce all Terms.

Severance

If any provision of these Terms shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

Variation

We may revise these Terms from time-to-time. Revised Terms will apply to the use of our Website from the date of the publication of the revised Terms on our Website. Please check this page regularly to ensure you are familiar with the current version.

Exclusion of third party rights

These Terms are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the consent of any third party.

Entire agreement

These Terms constitute the entire agreement between you and us in relation to your use of our Website, and supersede all previous agreements in respect of your use of this Website.

Jurisdiction and governing law

These Terms shall be governed by and construed in accordance with English law. Any dispute, claim or matter arising out of, or relating to, these Terms shall be subject to the exclusive jurisdiction of the English courts.