

Information

This page (together with the documents referred to in it) sets out the terms and conditions on which we supply the Services available in our app Check-Cam to you. Please read these terms and conditions carefully before registering with us. You should understand that by using the Services through our app, you agree to be bound by these terms and conditions. We recommend that you print a copy of these terms and conditions for future reference.

If you proceed with the use of Check-Cam you accept and are bound by these terms and Conditions. Please understand that if you choose not to accept these terms and conditions you must not use Check-Cam.

Definitions

Account

Means the level and nature of Services requested by you upon registration on the app, or as subsequently upgraded or amended (subject to payment of all costs required in relation to your Account);

App

Means application the function of which is to provide all or part of the Services such as but not limited to Check-Cam which can be downloaded by you for personal use, such download to be accessed through apps stores such as Google Play and iTunes.

Confidential Information

Means all confidential information relating to us or functions and delivery of the Services including any ideas, business methods, finance, prices, business, financial, marketing, development or manpower plans, computer systems and software; Services including but not limited to know-how or other matters connected with the Services and information concerning our relationships with actual or potential clients, customers or suppliers and any other information which, if disclosed, will be liable to cause harm to us or our actual or potential customers and/or clients and/or suppliers;

Contract

Means this agreement for the provision of Services, including the details of the nature of the Account and types of Services chosen by you and accepted by us, and subject to these terms and conditions;

Force Majeure Event

Means an event outside our control as defined in paragraph 15;

Month

Means a calendar month;

Services

Means the functionality provided by and contained within the online management of data using the administration functionality which sends and received data to the Check-Cam app, including but not limited to sending checklists, inspection schedules, automated alert messages, capture, processing and uploading your Video recordings with related time and location data, providing you and your nominated message recipients with access to those recordings, data and providing you with account information, and creating, uploading and storing encrypted reports and inspections to a secure cloud-based server.

Site

Means the website 'Check-Cam.com' operated by us;

We, us or our

means Txtrax Limited. We are a limited liability company registered in England and Wales

Video

Means the video and videos content produced, generated or acquired by you and or your friends, family, colleagues, employers and associates as permitted by you through the use of the Services

You or your

Means the person or organization registering on the Services and utilising the Services.

2 Service Availability

2.1 Some restrictions are placed on the extent to which the Services are available to specific countries.

2.2 We shall provide access to the Services to you as follows:

2.2.1 we reserve the right to control, direct and establish technical procedures for the use of the Services and you agree to follow our reasonable instructions and procedures with respect to the use of the same. We also reserve the right to make operational changes to the Services, including any personal or user identifiers allocated to you.

2.2.2 we warrant that we have obtained and will use reasonable endeavours to ensure that we retain all necessary consents, licences or agreements required for the provision of the Services;

2.2.3 we will use our reasonable endeavours to maintain 24 hour access to the Services and Products but cannot guarantee continuous, uninterrupted use especially where it is necessary to carry out routine maintenance, repairs, reconfigurations or upgrades or in circumstances beyond our control including any Force Majeure Event. We will not be liable for a failure to provide a continuous Service or continuous access to the Services;

2.2.4 we reserve the right (but do not assume the obligation), to inspect the Video content and materials relating to your use of the Services, in Accounts, files, emails, and postings, etc to ascertain compliance with this Agreement or any laws, regulations or codes applicable to this Agreement or to your use of the

Service. In the event of any breach or purported breach, the provisions of paragraph 2.5 shall apply and we will be entitled to permit all relevant authorities in inspect the same.

2.3 We grant to you and you accept a non-exclusive and non-transferable license to use any software provide by us to access and utilise the Services, for the sole purpose of enabling you to use the Services. You acknowledge that the title to all software is and shall remain with us. You recognise that any software used in relation to the Services constitutes our valuable trade secrets. You undertake to use your best efforts to protect and keep confidential all software used by you in relation to the Services, and shall make no attempt to examine, copy, alter, reverse engineer, disassemble or tamper with such software.

2.4 You acknowledge that we are entirely dependent on our suppliers and other service providers in relation to the quality and accessibility of our Services and we shall not be liable to you or any third party on the event of a failure of the Services arising from any failure, including but not limited to failings in any network, hosting or connection infrastructure.

2.5 We may, where reasonable from time to time (and without notice), suspend the Services under paragraph 2.2.3 or where you fail to comply with your obligations under the Contract.

2.6 Where we suspend performance of or access to the Services pending compliance by you with the Contract, such suspension may result in:

2.6.1 Services being designated 'temporarily out of service'; and

2.6.2 your access to the Services being restricted or denied; and

2.6.3 access of your associates to your Videos being restricted or denied. You will resume normal access to the Services and Videos following compliance with the Contract.

3 Your Status

3.1 By opening an Account through our Site, you warrant that:

3.1.1 you are authorised and entitled to enter into binding contracts; and

3.1.2 you are at least 18 years old or have the consent of a parent or guardian (if an individual); and

3.1.3 you are resident in one of the Serviced Countries; and

3.1.4 you are accessing our site from a Serviced Country.

3.2 You acknowledge and agree that you are responsible for obtaining and maintaining your own compatible devices being all such equipment, software and communication lines, including any public lines required by you properly to access the Services, and will use the Services precisely as described by us. We have no responsibility for or liability with respect to your equipment or any failure by you to access the Services or Videos.

3.3 You will ensure at all times that your use of any Services is in accordance with all applicable data protection and other laws, licences, codes of practice and

regulations including all local, national and international laws applicable to the place in which you use the Services.

3.4 You acknowledge that all information and facilities offered as part of the Services are not, in general, subject to the same legislation applicable to your country of use and accordingly you transact and utilise the Services entirely at your own risk.

3.5 The Services are provided subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of Services shall include (without limitation):

3.5.1 obtaining, or attempting to obtain, the Service by rearranging, tampering with, or making connections with any of our facilities, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Services;

3.5.2 attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information comprising part of the Services;

3.5.3 assisting another to perform the acts prohibited in 3.5.1 or 3.5.2 above;

3.5.4 using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person.

3.6 You undertake for yourself and for any other party using your access to the Services:

3.6.1 not to make use of the Services, create Video nor send any message, email or other communication which, under the law of this Agreement, including but not limited to the Data Protection Act of 1988 and obligations required by the Information Commissioners Office, or under international conventions, codes or regulations applicable to the use of or access to the Services:

3.6.1.1 is in breach of those laws, codes or regulations including but not limited to infringement of copyright and other intellectual property rights, defamation, theft, fraud, drug-trafficking, money laundering and terrorism;

3.6.1.2 may incite violence, sadism, cruelty or racial hatred;

3.6.1.3 may facilitate prostitution or paedophilia;

3.6.1.4 is pornographic, obscene, indecent, abusive, offensive or menacing.

3.6.2 not to create and/or introduce into the Services any virus, worm, trojan horse, cancel-bot or other destructive or contaminating program or advise any other party how to do so;

3.6.3 to use any up to date virus scanning program on all material downloaded from the Services;

3.6.4 not to invade the privacy of other users of the Services nor to collect or transfer personal information or data on individuals without their consent;

3.6.5 to maintain confidentiality of your login names, passwords and other Confidential Information relating to your access to the Services;

3.6.6 when giving any payment or credit card information via the Services, to ensure that the same is accurate, complete and up to date and that you have the authority to give such information.

3.7 You undertake to indemnify us and keep us indemnified at all times in full against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by us directly or indirectly in respect of:

3.7.1 access to and/or use of your Account and/or the Services by you;

3.7.2 any information, data or Video produced, transmitted, downloaded or uploaded by you whether in relation to copyright infringement or otherwise;

3.8 You acknowledge that the operation of the Services using the internet and/or phone and data networks (and/or such other telecommunication networks) can never be completely error free and we give no warranty to their efficacy. We will use all reasonable endeavours to maintain your access to the Services.

3.9 You acknowledge that our provision of the Services to you will require us to transfer your materials, information and Video content through the internet (or such other telecommunication networks), and you hereby grant us a transferable, royalty free licence to use such materials, information and Video content in our provision of the Services and Products.

4 How the Contract Is Formed Between You and Us

4.1 After choosing an Account and the type of Services for which you wish to use, you will be able to access the appropriate Service, which may be subject to a payment. Your order constitutes an offer to us to use the Services and we reserve the right to decline at our own discretion at any time, by giving notice to you in writing.

4.2 The Contract will relate only to the type of Account and to those Services whose availability you have authorized access.

5 Our Status

Please note that we may provide links in our Services to the websites or services of other companies, such as but not limited to hosting and telecommunications services, whether affiliated with us or not. We cannot provide any undertaking, that services you may use or purchase from third party sellers through our Site, or from companies to whose website we have provided a link on our Service, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party. We may disclose your confidential information related to that transaction to the third party seller in accordance with our privacy policy.

6 Confidential Information

6.1 You undertake to treat all Confidential Information as confidential and not to disclose such Confidential Information except as provided by paragraph 6.3 below.

6.2 You further undertake only to use any Confidential Information for the purposes of utilising the Services and to use your best endeavours to prevent disclosure of the same by your associates.

6.3 The restrictions imposed by paragraph 6.1 shall not apply to the disclosure of any Confidential Information:

6.3.1 which comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtainable with no more than reasonable diligence from sources other than us;

6.3.2 which is required by law to be disclosed to any person who is authorised by law to receive the same; and

6.3.3 to a court or administrative tribunal in the course of proceedings to which you are a party.

6.4 You agree that the obligations under this paragraph 5 shall continue in force without limit in time notwithstanding the expiry or termination of the Contract for any reason.

7 Availability and Termination

7.1 The Services will be available from the date on which you enter into this Agreement unless there are exceptional circumstances.

7.2 Termination of the Services can be exercised by you or us at any time subject to the provisions in clause 9 of the Contract.

8 Risk and Title

The Services will be used by you at your sole risk.

9 Price and Payment

9.1 The price of any part or all of the Service and the applicable Account tariffs will be made available within the Service. The pricing is:
Subscription to the online administration Service from: £200 per month.

Use of Check-Cam app: FREE

For details of the Services provided please visit our Website.

Please note that you may be charged in a different currency at an exchange rate set by your Account.

9.2 Where you are required to make tax payments in respect of your utilisation of the Services, an option to include tax as part of your payment may form part of the payment process. For the avoidance of doubt, payment of any local taxes or legally enforceable surcharges is to be made by you even if the details of such payment is not notified by us.

9.3 Prices are liable to change at any time.

9.4 Payment for all Services will be required in advance and the Services may be suspended in part or in full without notice if the appropriate payment has not been made.

9.5 As part of our ongoing development and promotion of the Services, we may make additional or supplemental services available to you at reduced or nil cost.

9.6 Payment will be charged to you directly.

9.7 Subscription automatically renews when agreement is made by you to do so.

9.8 Your account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal

9.9 Subscriptions may be managed by you and auto-renewal may be turned off after purchase

9.10 No cancellation of the current subscription is allowed during active subscription period

9.11 Any unused portion of a free trial period, if offered, will be forfeited when you purchase a subscription.

10 Dispute Resolution

10.1 If a dispute arises in connection with this Contract, the parties shall, in the first instance, use their reasonable endeavours to negotiate in good faith and settle amicably the dispute within two weeks from the day the dispute first arises.

10.2 Should the parties not be able to resolve the dispute between them within two weeks then the dispute shall be referred to senior executives of Txtrax Ltd who have the authority to settle the same.

10.3 If the senior executives are unable to resolve the dispute within a further two weeks, then the parties will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure in the UK.

10.4 To initiate a mediation under paragraph 11.3, a party must give notice in writing (ADR Notice) to the other party requesting a mediation in accordance with this paragraph 11. A copy of the ADR Notice shall be sent to CEDR by the party giving it.

10.5 The procedure in the CEDR's Model Mediation Procedure will be amended to take account of:

10.5.1 any relevant provisions in this Contract; and

10.5.2 any other additional agreement which the parties may enter into in relation to the conduct of the mediation.

10.6 The mediation will start no later than 28 days after the date of any ADR Notice.

10.7 Neither party may terminate the mediation until the other party has made its opening presentation and the mediator has met each party for at least fifteen minutes, in person or by conference call. Thereafter, paragraph 14 of the CEDR's Model Mediation Procedure will apply.

10.8 The dispute procedure described in this paragraph 10 shall not apply where we claim an infringement of copyright or other intellectual property right relating to our Service. In these circumstances we may invoke the jurisdiction of the courts of England and Wales (including for the grant of interim or full injunctions) or the jurisdiction of the place in which the Services have been used or in which an infringement of the law has taken place.

11 Our Liability

11.1 Our liability for losses you suffer as a result of us breaking this Contract is strictly limited to the purchase price of the Service purchased.

11.2 This does not include or limit in any way our liability:

11.2.1 for death, loss, personal injury or any unwanted outcome as a consequence of using the Service or caused by our negligence;

11.2.2 for fraud or fraudulent misrepresentation; or

11.2.3 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability, such as but not limited to any legal obligation we may have to provide access to your Videos and data by third parties.

11.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

11.3.1 loss of income or revenue;

11.3.2 loss of business;

11.3.3 loss of profits or contracts;

11.3.4 loss of anticipated savings;

11.3.5 loss of data; or

11.3.6 your personal loss however arising and whether caused by tort (including negligence), breach of contract or otherwise. provided that this clause does not affect your statutory rights.

11.4 Please note that you must comply with all applicable laws and regulations of the country in which you will be using the Services. We will not be liable for any breach by you of any such laws.

12 Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Services, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Services. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13 Notices

All notices given by you to us must be given to Txtrax. We may give notice to you at either the e-mail or other electronic address you provide to us when placing an order, or in any of the ways specified in paragraph 13. Notice will be deemed received and properly served immediately when posted on our Services or 24 hours after an e-mail is sent, or three days after the date of posting of any letter

14 Transfer of Rights and Obligations

14.1 The Contract between you and us is binding on you and any person to whom you authorize access to your Account and/or your Videos and with whom you communicate using the Services and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15 Events Outside Our Control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by a Force Majeure Event.

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

15.2.1 strikes, lock-outs or other industrial action;

15.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

15.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

15.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

15.2.5 impossibility of the use of public or private telecommunications networks;

15.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15.4 You accept that in providing our Services we are dependent upon many and various third party communications, software, IT, hosting and network and data services over which we have no control and for which we will not be held liable or responsible.

16 Events In Our Control

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 14.

17 Severability

17.1 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18 Entire Agreement

18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

19 Our Right to Vary These Terms and Conditions

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, Services provision, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you request Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you as applicable), or if we notify you of the change to those policies or these terms and

conditions (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the notification).

20 Law and Jurisdiction

Contracts for the purchase of Services through our Site will be governed by English law. Subject to the operation of paragraph 11, any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.