

CrowdHandler Terms of Service

BACKGROUND: These Terms of Service, together with any and all other documents referred to herein, set out the terms of use under which the Customer may use CrowdHandler (“the Application”). Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account and purchasing a Subscription. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using the Application immediately.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account” Means an account required to access and use the Application, as detailed in Clause 4;

“Content” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, the Application;

“Control Panel” means the management interface of the Application, accessed by the User at <https://admin.crowdhandler.com> and used to set up and manage Waiting Rooms.

“Contract” means the contract between Us and the Customer for the purchase and sale of a Subscription to the Application, as explained in Clause 6;

“Customer” means a sole trader, partnership, company, charity, non-profit or other legally constituted entity identified by the details used to register the Account;

“End User” means an anonymous user that uses a Waiting Room, rather than a User with access to the Control Panel;

“Order” means the Customer order for a Subscription;

“Plan” means a set of features and limitations to the Application available via the Subscription, at an agreed price.

“Subscription Confirmation” means Our acceptance and confirmation of the Customer Order;

“Subscription” means an automatically-renewing monthly subscription to access the Application, for functionality defined in a Plan purchased in accordance with these Terms and Conditions;

“User” means a user of the Application, authorised by The Customer with access to the Control Panel;

“User Content” means titles, messages, configurations, domain names, logos and templates created and/or uploaded by Users in or to the Application via the Control Panel; and

“We/Us/Our” means CROWDHANDLER LTD, a limited company registered in England under company number 12677268, whose registered address and main trading address is Windsor House, Bayshill Road, Cheltenham, Gloucestershire, United Kingdom, GL50 3AT

2. About Us

2.1. The Application is owned and operated by CROWDHANDLER LTD, a limited company registered in England under company number 12677268, whose registered address and main trading address is SPACES, 156 Great Charles Street, Birmingham, B3 3HN, United Kingdom.

2.2. Our UK VAT number is 359 8527 43.

3. Access and Changes to the Application

3.1. Access to the Application requires a Subscription. Upon registering and/or purchasing a Subscription, the Application will be available to the Customer for the duration of that Subscription and any and all subsequent renewals.

3.2. We may from time to time make changes to the Application:

3.2.1. Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. We will inform the Customer by email of any such changes (including, if applicable, anything that the Customer need to do), however they will be unlikely to materially affect the Customer use of the Application;

3.2.2. Minor changes may be made to reflect changes in the law or other regulatory requirements. We will inform the Customer by email of any such changes (including, if applicable, anything that the Customer need to do), however they will be unlikely to materially affect the Customer use of the Application; and

3.2.3. We will continue to develop and improve the Application over time, in some cases making significant changes to it. The Customer will be kept fully informed of any and all such changes.

3.3. We will always aim to ensure that the Application is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 3.2. Unless We are responding to an emergency or an urgent issue, We will inform the Customer in advance of any interruptions to the availability of the Application. If we need to suspend the Application for longer than one hour within a 28 day period, We will add a credit to the client's account, calculated as the pro-rata rate for their Plan rounded up to a

full day in each case. If We need to suspend the Application for longer than one day the Customer may also have a right to cancel. Please refer to sub-Clause 8.1.5 for details.

4. Accounts

4.1. An Account is required to use the Application. By registering an Account you warrant that you are over the age of 18, that you represent a Customer using the Application in a business capacity (not in a personal, family, household or consumer capacity) and that you will not permit Users under the age of 18 to use the Application, or for any user to use the Application in any capacity other than on behalf of the Customer.

4.2. When creating an Account, information about the Customer must be accurate and complete. If any of the Customer information changes at a later date, it is the Customer's responsibility to ensure that the Account is kept up-to-date via the Control Panel.

4.3. We require that Users choose strong passwords, consisting of a combination of lowercase and uppercase letters, numbers, and symbols. It is the Customer's responsibility to ensure that Users keep passwords safe.

4.4. Users must not share passwords and the Customer must not provide access to unauthorised representatives. If you believe the Account is being used without the Customer's permission, please contact Us immediately. We will not be liable for any unauthorised use of the Account.

4.5. Any personal information provided in connection with the Account and its Users will be collected, used, and held in accordance with the Customer rights and Our obligations under the Data Protection Act, as set out in Clause 20.

4.6. If the Customer wishes to close and delete the Account, the Customer may do so at any time by emailing support@crowdhandler.com. Closing the Account will result in the removal of all information belonging to the Account from Our system. Closing the Account will cancel auto-renewal of the Customer Subscription. Closing the Account will also remove any User Content that the Customer has created or uploaded from Our system as well as any data. To avoid losing anything that you have created or uploaded using the Application, please ensure that you download templates and export waiting room data to a Customer computer or device before closing the Account.

5. Subscriptions, Pricing and Availability

5.1. We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, the Application and the Plan) correspond to the actual services that will be provided to the Customer. There may, however, be minor variations due to outdated documentation, screenshots or video screen captures from time to time.

5.2. The Customer will be required to select the Plan required for the Subscription. Different Plans provide access to different features and limitations within the Application. Please ensure that you select the appropriate Plan when prompted.

5.3. All pricing information is correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes will not affect Subscriptions that have already been purchased but may affect renewals of Subscriptions.

5.4. In the unlikely event that We have shown incorrect pricing information, or processed a Subscription at the wrong price, We will contact the Customer in writing to ask how they wish to proceed. If We do not receive a response from the Customer within seven days, We will treat the Customer purchase as cancelled and notify the Customer accordingly in writing.

5.6. All quoted prices are exclusive of VAT and other sales taxes, except where marked. VAT is charged in the UK, and will be added to your invoice. For Customers in the EU, this is a reverse-chargeable supply for VAT purposes, and you are responsible for keeping records when paying VAT your country. Please be sure to enter the Customer VAT number within the account section of the Control Panel.

5.7. Except where explicitly agreed otherwise, Customers outside the UK, and outside the EU must pay the US Dollar (USD) price. These prices are exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, corporate income, import, export, excise, franchise, stamp, electronic services supply or other tax), custom fees or tolls, levy, impost, withholding taxes, fees, duties or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by the Customer to relevant authorities in addition to the Price. If any payment by the Customer is subject to withholding tax, the Customer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that Supplier receives the same amount it would have received if there had been no withholding. The Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax.

6. Subscriptions – How Contracts Are Formed

6.1. the Customer will be guided through the Subscription process when purchasing a Plan. Please check carefully before confirming a purchase.

6.2. No part of the Application, website or any other material constitutes a contractual offer capable of acceptance. By purchasing a Subscription, the Customer is making Us a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending the Customer a Subscription Confirmation by email. Only once We have sent the Customer a

Subscription Confirmation will there be a legally binding contract between Us and the Customer ("the Contract").

6.3. Subscription Confirmations contain the following information:

6.3.1. Confirmation of the Customer's chosen Subscription including full details of the main characteristics and features of the Application available as part of the Plan;

6.3.2. Fully itemised pricing, including, where appropriate, taxes and other additional charges;

6.3.3. Details of the duration of the Customer Subscription including the start date and the renewal date;

6.4. If We do not accept or cannot process the Customer Subscription purchase for any reason, no payment will be taken under normal circumstances. If We have taken payment in such circumstances, the payment will be refunded to the Customer as soon as possible and in any event within 14 days.

6.5. Subject to the cancellation provisions in Clause 8, once the Customer has confirmed the Customer Subscription purchase, the Customer Subscription cannot be changed until the end or renewal date of that Subscription. Changes made to an auto-renewing Subscription will take effect when the Subscription is renewed.

6.6. By purchasing a Subscription, the Customer is expressly requesting that the Customer wish access to the Application to be made available to the Customer immediately. Please be aware that We do not offer any Subscriptions that do not begin immediately. For more details of cancellation, please refer to Clause 8.

7. Payment

7.1. Payment for Subscriptions will be due at the time of purchase. the Customer chosen payment method will be billed immediately upon confirmation of the Customer Subscription.

7.2. We accept major credit cards via our payment partner Stripe, with no additional fees. We may charge fees for payment processing where alternative payment methods are accepted by prior arrangement.

8. Cancellation

8.1. the Customer may cancel at any time in the following limited circumstances and the Customer may be entitled to a full or partial refund for services or digital content not provided:

8.1.1. We have incorrectly described the Application or it is faulty (please refer to Clause 16 for more details); or

8.1.2. We have informed the Customer of an upcoming change to the Application or to these Terms and Conditions that the Customer does not agree to; or

8.1.3. We have informed the Customer of an error in the price or description of the Customer Subscription or the Application and the Customer does not wish to continue; or

8.1.4. There is a risk that the availability of the Application may be significantly delayed due to events outside of Our control; or

8.1.5. We have informed the Customer that We have suspended, or are planning to suspend, availability of the Application for a period greater than four hours; or

8.1.6. We have breached these Terms and Conditions or have in any way failed to comply with Our legal obligations to the Customer.

8.2. Subject to sub-Clause 8.1, Subscriptions can be cancelled at any time, however, no refunds can be provided and the Customer will continue to have access to the Application for the duration of the remainder of the Subscription period the Customer is currently in. Cancelling a Subscription only prevents it from being auto-renewed.

To cancel a Subscription for any reason, please inform us using one of the following methods:

8.2.1. Downgrading to the free Plan using the Control Panel; or

8.2.2. Emailing support@crowdhandler.com;

8.3. Any and all refunds due to the Customer will be made no later than 14 calendar days after the date on which We acknowledge the Customer cancellation. Refunds will be made to the Customer's original payment method.

8.4. In certain limited circumstances we may cancel the Customer Subscription and/or close the Account. If We take such action, the Customer will be notified by email and We will provide an explanation for the cancellation and/or closure.

8.5. If the Account is closed and the Customer Subscription cancelled because the Customer has breached these Terms and Conditions, the Customer will not be entitled to a refund. If you believe We have closed the Account and cancelled the Customer Subscription in error, please contact Us at support@crowdhandler.com.

8.6. If the Account is closed and/or the Customer Subscription is cancelled for any other reason, the Customer will be refunded the remaining balance of the Customer Subscription. The refund will be calculated based upon the price of the Customer Subscription being divided by the total number of days in the Subscription and multiplied by the number of whole days remaining until the renewal date). Any and all refunds due to the Customer will be made no later than 14 calendar days after the date on which the closure and/or cancellation becomes effective. Refunds will be made to the Customer original payment method.

9. Our Intellectual Property Rights and Licence

9.1. We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use the Application to provide an online waiting room service for business purposes, subject to these Terms and Conditions.

9.2. Subject to the licence granted to Us under sub-Clause 12.3, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third party

rights in that User Content and the terms of any licence under which the Customer use such Content).

9.3. All other Content included in the Application (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

9.4. By accepting these Terms and Conditions, the Customer hereby undertake:

9.4.1. Not to copy, download or otherwise attempt to acquire any part of the Application;

9.4.2. Not to disassemble, decompile or otherwise reverse engineer the Application;

9.4.3. Not to allow or facilitate any use of the Application that would constitute a breach of these Terms and Conditions; and

9.4.5. Not to embed or otherwise distribute the Application on any website, ftp server or similar.

10. Links from the Application

10.1. the Customer may link from the Application (i.e. by redirecting users from a waiting room to a website under their control) provided that:

10.1.1. the Customer does so in a fair and legal manner;

10.1.2. the Customer does not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

10.1.3. the Customer does not use any of Our logos or trade marks (or any others displayed on the Application) without Our express written permission; and

10.1.4. the Customer does not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

10.2. the Customer may not link from the Application to any other website the content of which contains material that:

10.2.1. Is sexually explicit;

10.2.2. Is obscene, deliberately offensive, hateful or otherwise inflammatory;

10.2.3. Promotes violence;

10.2.4. Promotes or assists in any form of unlawful activity;

10.2.5. Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

10.2.6. Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

10.2.7. Is calculated or is otherwise likely to deceive another person;

10.2.8. Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;

10.2.9. Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not

included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2;

10.2.10. Implies any form of affiliation with Us where none exists;

10.2.11. Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or

10.2.12. Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

Please note that the content criteria described above in sub-Clause 10.2 apply only to content over which the owner and/or operator of the website in question has direct control. The Customer will not, therefore, be in breach of these Terms and Conditions if, for example, other users of a website on which the Customer establish a link to the Application post content such as comments that violate the above criteria.

11. Links to Other Content

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

12. User Content

12.1. the Customer agrees that they will be solely responsible for any and all User Content that they create or upload using the Application. Specifically, the Customer agrees, represents and warrants that it has the right to create or upload the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 14.

12.2. the Customer agrees it will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by the Customer under sub-Clause 12.1. The Customer will be responsible for any loss or damage suffered by Us as a result of such breach.

12.3. the Customer (or the Customer licensors, as appropriate) retain ownership of the Customer User Content and all intellectual property rights subsisting therein. By creating or uploading User Content, the Customer grants Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence the Customer User Content for the purposes of operating and promoting the Application.

12.4. If the Customer wishes to remove User Content, the Customer may do so by using the Control Panel. Removing User Content also revokes the licence granted to Us to use that User Content under sub-Clause 12.3. The Customer acknowledges, however, that caching or

references to the Customer User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

12.5. We may reject, reclassify, or remove any User Content created or uploaded using the Application where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

13. Intellectual Property Rights and User Content

13.1. All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the Customer. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

13.2. Customers may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another Customer's User Content without first obtaining the express consent of the Customer to whom the User Content in question belongs.

13.3. We do not make any representation or warranty that the Customer User Content will not be unlawfully copied without the Customer's permission.

14. Acceptable Usage Policy

14.1. the Customer may only use the Application in a manner that is lawful and that complies with the provisions of this Clause 14.

Specifically:

14.1.1. the Customer must ensure that the Customer comply fully with any and all applicable local, national and international laws and/or regulations;

14.1.2. the Customer must not use the Application in any way, or for any purpose, that is unlawful or fraudulent;

14.1.3. the Customer must not use the Application to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and

14.1.4. the Customer must not use the Application in any way, or for any purpose, that is intended to harm any person or persons in any way.

14.1.5. the Customer must not exceed the limits laid out in the Plan or persistently over-utilise resources in a manner that is not explicitly limited by the Plan but that in Our sole judgement compromises or threatens to compromise the effectiveness of the Application for other Customers.

14.1.6. the Customer must not perform load tests or penetration tests or any similar test on the platform except with permission and by prior arrangement. Unauthorised tests will be considered breaches of sub-Clauses 18.4 and/or 18.5.

14.2. The following types of User Content are not permitted on the Application and the Customer must not create, submit, communicate or otherwise do anything that:

- 14.2.1. is sexually explicit;
- 14.2.2. is obscene, deliberately offensive, hateful, or otherwise inflammatory;
- 14.2.3. promotes violence;
- 14.2.4. promotes or assists in any form of unlawful activity;
- 14.2.5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
- 14.2.6. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 14.2.7. is calculated or otherwise likely to deceive;
- 14.2.8. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
- 14.2.9. misleadingly impersonates any person or otherwise misrepresents the Customer identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 14.2);
- 14.2.10. implies any form of affiliation with Us where none exists, except by use of the 'powered by CrowdHandler' link and logo, which The Customer hereby agrees not to attempt to hide or obfuscate by use of HTML, Javascript or CSS except where allowed by their Plan;
- 14.2.11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
- 14.2.12. is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

14.3. We reserve the right to suspend or terminate the Account and/or the Customer access to the Application if the Customer materially breach the provisions of this Clause 14 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:

- 14.3.1. Suspend, whether temporarily or permanently, the Account and/or the Customer right to access the Application (for more details regarding such cancellation, please refer to sub-Clause 8.9);
- 14.3.2. Remove any of the Customer User Content which violates this Acceptable Usage Policy;
- 14.3.3. Issue the Customer with a written warning;
- 14.3.4. Take legal proceedings against the Customer for reimbursement of any and all relevant costs on an indemnity basis resulting from the Customer breach;
- 14.3.5. Take further legal action against the Customer as appropriate;
- 14.3.6. Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
- 14.3.7. Any other actions which We deem reasonably appropriate (and lawful).

14.4. We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

15. Advertising

15.1. We may feature advertising within the Application and We reserve the right to display advertising on the same page as any User Content where allowed by the Plan.

15.2. The Customer agrees that they will not attempt to remove or hide any advertising using HTML/CSS or by any other method.

15.3. We are not responsible for the content of any advertising in the Application. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in the Application including, but not limited to, any errors, inaccuracies, or omissions.

16. Disclaimers

16.1. No part of the Application or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which the Customer should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to load testing, performance management, website optimisation and web application resilience.

16.2. Insofar as is permitted by law, We make no representation, warranty, or guarantee that the Application will meet the Customer requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

16.3. We make reasonable efforts to ensure that the content contained within the Application is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that the Application (and the content therein) is complete, accurate or up-to-date.

16.4. We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created or uploaded using the Application, or in any circumstances on the websites or links to which Waiting Rooms provided by the Application may redirect End Users. Any such opinions, views, or values are those of the relevant Customer, and do not reflect Our opinions, views, or values in any way.

17. Our Liability

17.1. To the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) the Application or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in the Application.

17.2. To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.

17.3. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Application or any Content (including User Content) included in the Application.

17.4. We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

17.5. We exercise all reasonable skill and care to ensure that the Application is free from viruses and other malware. Subject to sub-Clause 16.2.1, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect the Customer hardware, software, data or other material that occurs as a result of the Customer use of the Application (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.

17.6. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Application resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

17.7. NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR RESTRICTS OUR LIABILITY IN ANY SITUATION WHERE IT WOULD BE UNLAWFUL FOR US TO DO SO INCLUDING FRAUD OR FRAUDULENT MISREPRESENTATION, FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, OR FOR ANY OTHER FORMS OF LIABILITY WHICH CANNOT BE EXCLUDED OR RESTRICTED BY LAW.

18. Viruses, Malware and Security

18.1. We exercise all reasonable skill and care to ensure that the Application is secure and free from viruses and other malware. We do not, however, guarantee that the Application is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 18.6.

18.2. The Customer is responsible for protecting the Customer hardware, software, data and other material from viruses, malware and other internet security risks.

18.3. The Customer must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the Application.

18.4. The Customer must not attempt to gain unauthorised access to any part of the Application, the servers on which the Application is stored, or any other server, computer, or database connected to the Application.

18.5. The Customer must not attack the Application by means of a denial of service attack, a distributed denial of service attack, or by any other means.

18.6. By breaching the provisions of sub-Clauses 18.3 to 18.5 the Customer may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing the Customer identity to them. the Customer right to use the Application will cease immediately in the event of such a breach and, where applicable, the Account will be suspended and/or deleted.

19. Privacy and Cookies

Use of the Application is also governed by Our Privacy Policy and Cookie Policy available from

- <https://www.crowdhandler.com/privacy>
- <https://www.crowdhandler.com/cookies>

These policies are incorporated into these Terms and Conditions by this reference.

20. Data Protection

We will only use the Customer personal information as set out in Our Privacy Policy available from:

- <https://www.crowdhandler.com/privacy>

21. Communications from Us

21.1. We may from time to time send the Customer, and its associated Users important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to the Application, and changes to the Account.

21.2. By registering an Account, or accepting an invitation to become a User on the Account, you consent to receiving marketing emails in relation to the Application from time to time. Users may withdraw consent by opting out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If a User opts out of receiving emails from Us at any time, it may take up to seven business days for Us to comply with the Customer request. During that time, the Customer may continue to receive emails from Us. We will never pass User email addresses or associated details to third parties for the purpose of marketing, other than to platforms or agents that We use for Our own marketing and then strictly for that use.

21.3. For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at support@crowdhandler.com.

22. Other Important Terms

22.1. We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, the Customer will be informed by Us in writing. the Customer rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

22.2. The Customer may not transfer (assign) the Customer obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

22.3. The Contract is between the Customer and Us. It is not intended to benefit any other person or third party in any way, including End Users, and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

22.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

22.5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

23. Changes to these Terms and Conditions

23.1. We may alter these Terms and Conditions at any time. Any such changes will become binding on the Customer upon the Customer first use of the Application after the changes have been implemented. Changes to the Terms of Service will be communicated by email.

23.2. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

24. Contacting Us

To contact Us, please email Us at support@crowdhandler.com or by using any of the methods provided on our contact page at <https://www.crowdhandler.com/contact> .

25. Law and Jurisdiction

25.1. These Terms and Conditions, the Contract, and the relationship between the Customer and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

25.2. If the Customer is a business, any disputes concerning these Terms and Conditions, the relationship between the Customer and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.