



### **About our Terms of Use**

These Terms of Use apply to your use of our websites at getclayton.com and clayton.io (the “**Site**”) and the services provided through our Site which include accessing content and information from the Site (“**Content**”) or using our software pursuant to an Order as an Authorised User under the Terms of Service (the “**Services**”). Any defined terms used in these Terms of Use shall have the same meaning ascribed to them under the Terms of Service, unless expressly provided otherwise.

We reserve the right to change the terms of these Terms of Use from time to time and we will notify you of such changes the next time you access the Site. These Terms of Use were last updated on 7 April 2020. Your continued access or use of the Site or the Services after such change signifies your acceptance of the updated or modified Terms of Use.

The Services are provided by Space Heroes Ltd (“**we**”, “**us**” and “**our**”). We are a limited company, registered in England. Our registered company number is 09425439, and our registered office is at Suites 5 & 6 The Printworks Hey Road, Barrow, Clitheroe, Lancashire, England, BB7 9WB.

### **Using the Site**

These Terms of Use shall apply to you as an individual whether you:

- access, browse or use our Site or Content; or
- access our Services via the Site. If you use our software pursuant to an Order, our Terms of Service shall apply in addition to these Terms of Use,

and in each case, whether we provide access to the Site, Content or Services free of charge or for a fee.

You will be assumed to have obtained permission from the owner of any device that is controlled by you to download any Content to that device. You accept responsibility, in accordance with these Terms of Use, for all access to, and use of, the Site, any Content or Services by you on any device, whether or not it is owned by you.

You should read these Terms of Use carefully before using the Site or the Services. By accessing the Site or Content, or using the Services or otherwise by indicating your agreement, you agree that you:

- accept and agree to be bound by these Terms of Use and acknowledge that they constitute a legally binding contract between us and you;
- will comply with all applicable laws and regulations (as may be updated from time to time); and
- will comply with any rules, regulations or codes that are imposed by any third parties that makes the Site available to you.

If you do not agree to any of these Terms of Use, you are not permitted to access or use our Services or Content and should stop using the Site immediately.

### **Making changes to the Site, Content and Services**

We reserve the right to change the design, features and/or functionality of the Site, the Services and the Content at any time.

### **The Services and Content**

You may access, review (and where relevant, submit) Content on the Site in accordance with the guidelines set out in these Terms of Use (including those relating to User Content set out below),

provided you do not share that Content with third parties or publish or modify it in any way. We do not guarantee the accuracy or reliability of the Content (including User Content).

We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality or fitness for purpose of any Content (including User Content) and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the Content (including User Content) unless we have fraudulently misrepresented the Content.

We will provide the Services with reasonable skill and care. We cannot and do not guarantee the continuous, uninterrupted or error-free operability of our Site or our Services. The full extent of our liability in connection with your use of the Services is set out under our Terms of Service, located at [www.getclayton.com/legal](http://www.getclayton.com/legal).

### **Restriction on accessing our Site**

You shall not:

- distribute or transmit any virus or any other malicious codes through the Site or when using the Services;
- attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Site, the Services or Content except to the extent expressly set out in these Terms of Use or as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us;
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services, Content or the Site, except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us;
- circumvent any of the technical limitations of the Site, or decompile or otherwise reconstruct the Site;
- use the Site in a way that could damage, disable, overburden, impair or compromise the Services, Content or the Site;
- collect or harvest any information or data from the Site, Content or Services or attempt to decipher any transmissions to or from the Site;
- access, monitor or copy any content or information on the Site (including the Content or Services) using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- access all or any part of the Site, Content or Services in order to build a product or service which competes with the Site or Services;
- use the Site, Content or Services to provide services to third parties or allow third parties to use the Site, Content or Services without our prior written consent;
- attempt to obtain, or assist third parties in obtaining, unauthorised access to the Site, Content or Services;
- create a database using the Content, or any information otherwise displayed on the Site or accessed via the Services;
- infringe our intellectual property rights or those of any third party in relation to your use of the Site, Content or Services, including by the submission of any User Content (to the extent that such use is not licensed by these Terms of Use or under the Terms of Service);
- copy, publish or otherwise make available to third parties, any of the Content; or

- use the Content, Site or Services in any way which contravenes any applicable laws or regulations (as updated and amended from time to time).

### **User Content**

Our Site allows you to submit user-generated content in the form of text, images, Customer Data (including but not limited to program source code), other types of media and external links ("**User Content**"). We do not control and may not review User Content and will not be in any way responsible or liable for such User Content. You are solely responsible for User Content submitted by you, or by a third party using a device owned or controlled by you, and you acknowledge that User Content submitted by others expresses the views of its respective authors, and not our views.

You must not submit any User Content that:

- is racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
- contains any viruses and/or other code that has contaminating or destructive elements;
- contains any personal data and if you do you shall be wholly responsible for any breach of applicable data protection legislation in doing so;
- contains private information of any third party, including (but not limited to) surname, addresses, phone numbers, email addresses, social security numbers and credit card numbers.
- constitutes unsolicited promotions, mass mailings or "spamming", a transmission of "junk mail", "chain letters", political campaigning, advertising, contests, raffles, or solicitations;
- is false, unlawful, misleading, libellous, defamatory;
- is owned by a third party, without that third party's consent; or
- impersonates, or misrepresents an affiliation with, any person or entity.

You agree that, save as otherwise expressly set out in the Terms of Service, by submitting any User Content, you grant us and our Affiliates, a perpetual, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display User Content (in whole or part) and/or to incorporate it in other works in any form, media or technology, and you waive any moral rights you may have in, or to be identified as the author, of such User Content. However please note that if User Content contains any personal data we will only use this in accordance with our Privacy Policy.

Whilst we do not pre-screen User Content, we reserve the right, in our sole discretion, to delete, edit or modify any User Content submitted by you, at any time without notice to you.

### **Your use of the Site**

As a condition of your use of the Site, you warrant that (i) all User Content supplied by you on the Site is true, accurate, current and complete (ii) if you have user login details, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you or anyone other than you (iii) you are eighteen (18) years of age or older and (iv) you possess the legal authority to enter into these Terms of Use and to use the Site in accordance with all the terms and conditions herein.

### **Intellectual Property Rights**

All intellectual property rights in the Site, Services and Content (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos), excluding User Content submitted by you, are owned by us or our licensors. Except as expressly set out herein or in the Terms of Service, nothing in these Terms of Use gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading any Content (including User Content submitted by others, where relevant), using our Services or accessing our Site.

We grant you a limited licence to use our Services and Content (excluding User Content submitted by you) via the Site strictly in accordance with these Terms of Use and the Terms of Service.

You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Site, including the Content or Services.

### **Termination of access to the Site, Content and Services**

We may terminate your rights to use the Site, Content or Services at any time by contacting you if you have breached these terms in any way or, if you are a business user who uses our software including the Services pursuant to an Agreement (which comprises an Order, the Terms of Service and these Terms of Use), on expiry or termination of such Agreement.

If we terminate your rights to use the Site, Content or Services:

- you must stop all activities authorised by these Terms of Use, including your use of the Site, Content and Services; and
- we may de-activate your account and cease providing you with access to the Site, Content or Services.

### **Your personal information**

Use of your personal information submitted to us (whether via our Site or provided by a third party on your behalf) is governed by our Privacy Policy, located at [www.getclayton.com/legal](http://www.getclayton.com/legal). Additionally, by using our Site or accessing the Services, you acknowledge that internet transmissions are never completely private or secure and that it is always possible that any message or information you send using our Site or accessing the Services, or by otherwise contacting us, may be read or intercepted by others.

### **External links**

Our Site may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We do not control these sites and are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of, or association with, their operators or promoters.

### **Our liability to you**

Except for any responsibility that we cannot exclude by law (such as for death or personal injury arising from our negligence) or which arises under applicable laws relating to the protection of your personal information, we shall not be liable to you, whether in contract, tort (including negligence), breach of

statutory duty, or otherwise, for any losses which you may suffer in connection to your use of the Site, including (but not limited to):

- losses that were not foreseeable to you and us when you commenced using the Site;
- losses that were not caused by any breach on our part of these Terms of Use;
- business losses; or
- loss of profit, revenue, contracts, data, goodwill or other similar losses.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by events outside our reasonable control. We recommend that you back up any content and data used in connection with the Site, to protect yourself in case of problems with the Site, its Content, User Content submitted by you or the Services.

### **General**

You may not transfer or assign any or all of your rights or obligations under these Terms of Use.

If we fail to enforce any of our rights under these Terms of Use, that does not result in a waiver of that right.

If any provision of these Terms of Use is found to be unenforceable, all other provisions shall remain unaffected.

These Terms of Use and any document expressly referred to in them represent the entire agreement between you and us in relation to their subject matter.

These Terms of Use do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### **Jurisdiction and governing law**

These Terms of Use shall be governed by the laws of England and Wales, and you agree that any dispute between you and us regarding them or your use of the Site shall be settled by the courts of England and Wales, which shall have exclusive jurisdiction.

### **Contacting us, support and complaints**

If you have any questions, or require support in respect of your use of the Site or Services or if you consider the Site or Services to be faulty or mis-described, please contact us by emailing: [hello@clayton.io](mailto:hello@clayton.io).