

LEVELS TERMS & CONDITIONS

[<https://app-levels.com/>]

Last updated [12/12/2023]

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

AGREEMENT TO TERMS:

These Terms and Conditions establish a legally binding agreement between you, whether personally or on behalf of an entity (“you”), and Logicbarn (“we,” “us,” or “our”), regarding your access to and use of the [<https://app-levels.com/>] website, as well as any other media form, media channel, website, or application related, linked, or otherwise connected to it (collectively, the “Site”). By accessing the Site, you confirm that you have read, understood, and agreed to be bound by all these Terms and Conditions of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS and CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE, AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

INTELLECTUAL PROPERTY RIGHTS:

Unless otherwise indicated, the Site is our proprietary property, and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"), are owned or controlled by us or licensed to us. They are protected by copyright and trademark laws, as well as various other intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only.

Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, Content, and the Marks.

USER REPRESENTATIONS:

By using the Site, you represent and warrant that:

All registration information you submit will be true, accurate, current, and complete.

1. You will maintain the accuracy of such information and promptly update it as necessary.
2. You have the legal capacity, and you agree to comply with these Terms of Use.
3. You are not under the age of 13.
4. You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.
5. You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise.
6. You will not use the Site for any illegal or unauthorised purpose.
7. Your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION:

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES:

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or creating user accounts by automated means or under false pretences.
3. Use a buying agent or purchasing agent to make purchases on the Site.
4. Use the Site to advertise or offer to sell goods and services.
5. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. Engage in unauthorised framing of or linking to the Site.
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

8. Make improper use of our support services or submit false reports of abuse or misconduct.
9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. Attempt to impersonate another user or person or use the username of another user.
12. Sell or otherwise transfer your profile.
13. Use any information obtained from the Site to harass, abuse, or harm another person.
14. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
15. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site or any portion of the Site.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. Delete the copyright or other proprietary rights notice from any Content.
19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
21. Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorised script or other software.
23. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. Use the Site in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS:

Users may submit content, but by doing so, they grant Logicbarn a non-exclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute, and display the content. We will not ever share any of your company or customer information with any other party, or any competitor of yours, unless asked to do so by yourselves. Your company or customer information will be kept strictly confidential.

CONTRIBUTION LICENCE:

By posting your Contributions to any part of the Site [or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This licence will apply to any form, media, or technology now known or hereafter developed and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

GUIDELINES FOR REVIEWS

We may provide you with areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

1. You should have firsthand experience with the person/entity being reviewed.
2. Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language.
3. Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability.
4. Your reviews should not contain references to illegal activity.
5. You should not be affiliated with competitors if posting negative reviews.
6. You should not make any conclusions as to the legality of conduct.
7. You may not post any false or misleading statements.
8. You may not organise a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and licence to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

SOCIAL MEDIA:

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or

grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friend lists, and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, the Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such a Third-Party Account, except the username and profile picture that become associated with your account.

SUBMISSIONS:

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are

non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT:

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

ADVERTISERS:

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. [As an advertiser, you agree that such advertisements are subject to our LogicBarn Copyright Act ("LCA") Notice and Policy provisions as described below, and you understand and agree there will be no refund or other compensation for LCA takedown-related issues.] We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

SITE MANAGEMENT:

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY:

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United Kingdom. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through your continued use of the Site or Services, you are transferring your data to the United Kingdom,

and you expressly consent to having your data transferred to and processed in the United Kingdom.

COPYRIGHT ACT NOTICE AND POLICY:

Logicbarn respects the intellectual property rights of others. If you believe that your work has been used in a way that constitutes copyright infringement, please contact us.

COPYRIGHT INFRINGEMENTS:

Logicbarn will respond to notices of alleged copyright infringement that comply with applicable law.

TERM AND TERMINATION:

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS:

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith. To make sure your data is secure, it is essential that you store your invoices separately on a secure server, or computer and do not rely on our Software for storage of your invoices. We will of course endeavour to store your invoices on our system indefinitely, but we cannot be held responsible for loss of invoice information.

DISPUTE RESOLUTION:

At LogicBarn, our commitment to excellence extends beyond delivering cutting-edge online software services; it encompasses ensuring a smooth and transparent collaboration with our clients. Recognising that disputes can arise even in the most well-managed projects, we have established a robust UK Dispute Resolution mechanism tailored specifically for our online software services.

Client-Centric Approach:

Our Dispute Resolution process is firmly rooted in a client-centric approach. We prioritise open communication and fair resolutions, aiming to strengthen our partnerships rather than create adversarial situations.

Strategic Conflict Resolution:

When disputes emerge, our strategic approach involves swift and efficient conflict resolution. We prioritise the continuation of seamless service delivery, minimising disruptions to your online operations.

Legal Adherence:

Aligned with UK legal standards, our Dispute Resolution procedures ensure compliance with relevant regulations. This not only upholds the integrity of the resolution process but also provides a secure legal framework for all involved parties.

Adaptability to Online Dynamics:

As providers of online software services, we understand the unique dynamics of the digital landscape. Our Dispute Resolution framework is designed to address intricacies specific to online projects, ensuring relevance and effectiveness.

Timely Resolutions:

Time is of the essence in the digital realm. Our framework emphasises timely resolutions, ensuring that disputes are addressed promptly to maintain project momentum and uphold our commitment to delivery timelines.

Process Overview:

Initiation:

Either party may initiate the dispute resolution process by formally notifying the other party. This signals the commencement of a structured resolution pathway.

Mediation:

A neutral mediator, well-versed in both software services and dispute resolution, facilitates open discussions. The aim is to collaboratively explore resolutions that align with the interests of both parties.

Arbitration (if needed):

In cases where mediation does not yield a resolution, arbitration may be pursued. An impartial arbitrator assesses the dispute and delivers a binding decision, ensuring closure to the matter.

Implementation of Resolution:

Upon reaching a resolution, both parties commit to the agreed-upon terms. This enables the seamless continuation of our online software services, allowing you to leverage the full potential of our offerings.

CORRECTIONS:

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER:

At LogicBarn, transparency and clarity are paramount in our commitment to providing exceptional online software services. To ensure a comprehensive understanding of our engagements, we have crafted a UK Disclaimer that outlines the terms and conditions governing the use of our services. This disclaimer serves as a guide to both our clients and users, fostering a secure and informed online environment.

Legal Framework:

Our UK Disclaimer is rooted in compliance with UK laws and regulations. It establishes the legal framework within which our online software services operate, offering assurance to our clients and users.

Service Limitations:

Clear delineation of the scope and limitations of our services is a central element of our disclaimer. This ensures that users have a realistic expectation of what our software services can deliver.

User Responsibilities:

The disclaimer outlines user responsibilities to promote a secure and responsible online environment. It establishes guidelines for the proper use of our software services to optimise user experience.

Liability Clarifications:

To manage expectations, our disclaimer includes clarifications on the limitations of liability. It transparently communicates the extent of our responsibility, ensuring a fair and balanced understanding of the contractual relationship.

Updates and Revisions:

In the dynamic landscape of online services, our disclaimer is designed to be adaptable. It includes provisions for updates and revisions to accommodate changes in our services or the regulatory landscape.

User Guidance:

Read Before Use:

Users are encouraged to read the disclaimer thoroughly before engaging with our online software services. This empowers them with a comprehensive understanding of their rights and obligations.

Contact for Clarifications:

A clear point of contact is provided for users seeking clarifications or additional information. This ensures accessibility and responsiveness, promoting a positive user experience.

Periodic Review:

Users are advised to periodically review the disclaimer to stay informed about any updates or changes. This proactive approach enables users to align their usage with the most current terms and conditions.

LIMITATIONS OF LIABILITY:

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION. CERTAIN UK LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF

THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.]

INDEMNIFICATION:

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming.

USER DATA:

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES:

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you

electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS:

These Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US:

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Name: LogicBarn

Address: 8, Melbourne Business Court, Derby DE24 8LZ

Tel: 0303 223 0110

Email: hello@logicbarn.com

