



## Game 6

# Terms and Conditions

Please read these terms and conditions carefully as they contain important information about your rights and obligations when using OneApp provided website and applications.

### Section 1 – Definitions

- 1.1 'We' are OneApp, a brand of Game 6 Limited, Registered in England and Wales number 03496953. The contact for OneApp is Michael Shuster and can be reached by email at michael@one-app.uk or by telephone on 07957 576765. Our postal address is 11 Laurel Drive, Thorney, Peterborough PE6 0QT.
- 1.2 These terms and conditions are deemed to include our privacy policy and are known collectively as 'these terms'.
- 1.3 By 'the Product' we mean any application created by OneApp for the benefit of our Customers. It is intended that, while each Customer will be making use of the same technical facilities developed by OneApp to create their mobile application, the term 'the Product' refers to the individual output for a particular Customer independent of the output for other Customers.
- 1.4 By 'Our Customer' we mean the organisation with whom we have entered a commercial relationship for the creation, management and distribution of mobile applications.
- 1.5 Our Customers agree to be bound by these terms and conditions; if not then our products and services may not be used.
- 1.6 You may print and keep a copy of these Terms. They are a legal agreement between us and can only be modified with our consent. We may change these Terms at our discretion by updating them on our website [www.one-app.uk](http://www.one-app.uk).

We will also make customers aware of any changes to these Terms in writing a minimum of fourteen (14) days before such changes are to take effect.

### Section 2 – Ownership; The App

- 2.1 The Product is defined by three distinct constituents being the App, the Content Management System and the Content. The App is the result from information, primarily in the form of text and images, being input into the Content Management System, processed through selected presentational templates and submitted to Apple and Google distribution facilities.



## Game 6

- 2.2 The App, including its name, is wholly owned by Our Customer; except where The App is made available through a method of distribution (“container”) that includes a selection of other client apps. In which case, whole ownership of the “container” App lies with OneApp.
- 2.3 We will assist in its creation by providing the content management system and presentational templates, as well as providing support and assistance as may be required.
- 2.4 Responsibility for arranging and managing the continued availability of the App, including any associated fees with Apple and Google, lies with Our Customer. However customers may, where possible, make use of our Distribution Licenses without charge. In doing so, Our Customers agree not to hold us liable for any interruption to, or cessation of, their App due to our late or non-renewal of our Distribution License.
- 2.5 Our Customer may decide to withdraw their App at any time by either allowing its annual subscription to lapse or by requesting to OneApp in writing that content be removed from both platforms. In such case, there would be no provision for refund of fees already paid.
- 2.6 Should the Customer decide to withdraw their App from distribution, we will delete all content and information that had been presented in the App from our Content Management Systems.
- 2.7 OneApp reserves the right to remove any Customer App from both Apple and Google distribution platforms if payment had not been received pursuant to the terms and conditions of each product ... the cost to re-submit the App will be borne by the Client.

### **Section 3 – Ownership; Content Management System**

- 3.1 Our Customer may update, add or remove content from their Product through the Content Management System.
- 3.2 The Content Management System, and related technical templates, is wholly owned by OneApp and access will be made available to Our Customers for the creation and management of their mobile applications.
- 3.3 The Content Management System will be accessed via the OneApp website. Customers will have their own password-protected login to the Content Management System where they can update, add or remove information. OneApp will also have administrator access to Customer areas within the Content Management System.
- 3.4 While it is very unlikely that a breach of security would occur, OneApp will not be held liable for any external intrusion to a Customers’ account; or events / actions that result from such intrusion. It is the Customer’s responsibility to keep their account details secure.



## Game 6

### Section 4 – Content

- 4.1 The Content, comprising text, images, video, documents, etc is wholly owned by the Customer to whom each App relates. In publishing The Content through the mobile application, our Customers assume responsibility in assuring the valid or legal right to present such information.
- 4.2 The terms and conditions of how users may use the Content contained on our Customers' mobile applications will be determined by each Customer; and communicated as such to their users through their own means.
- 4.3 Our Customers have sole responsibility for their content. OneApp cannot verify the content and therefore make no warranties or representations as to accuracy or completeness; nor can OneApp be held liable for any content which breaches third party copyright protection.
- 4.4 The Product may contain advertising from third party organisations; but this will be organised by and administered through our Customers. OneApp does not endorse any third party company that may be included in the Product nor make any warranties or representations as to their accuracy or completeness.
- 4.5 With the full agreement of the Customer, OneApp may solicit sponsorship, advertising or other means of encouraging financial contributions or contributions in kind from third party organisations. Terms of such collaboration with the Customer will be set out on an individual basis.
- 4.6 The Product uses device functionality to fulfil tasks such as telephone calls, SMS messages and email transmission; as well as determining map location and directions. OneApp cannot be held liable for any inaccuracy of these functions nor consequences resulting from such inaccuracy.
- 4.7 OneApp reserves the right to remove any content from any Product for any reason, without prior notice. Such content is likely to be regarded as inappropriate, inflammatory, insensitive or otherwise contrary to the beliefs and integrity of a responsible organisation.

We do not wish to enter into protracted engagement on whether or not the Content should be allowed to be published.

Content removed from the Product may continue to be stored by OneApp including, without limitation, in order to comply with certain legal obligations but may not be retrievable without a valid court order.

- 4.8 While OneApp, through its development partners, will manage both live and back-up content hosting environments, we encourage Our Customers to keep a backup of their Content. OneApp cannot be held liable for any loss of content; nor any costs associated with replacing or reacquiring the information.



## Game 6

### **Section 5 – Subscription and Payment**

- 5.1 Where the App product is sold on an annual subscription basis, the subscription will have been deemed to have started on the date that The App has been successfully submitted to the Apple and Google distribution systems.
- 5.2 Customers may gain access to and enter information into the Content Management System in the period leading up to Apple and Google submission.
- 5.3 Payment can be made against invoice by BACS or by direct debit.
- 5.4 We cannot issue refunds once the process of building / submitting the App begins.
- 5.5 Reminders will be sent to Customers leading up to the next subscription period; should this next subscription period begin without payment being received, OneApp maintains the right to withdraw the Customer App without further notice being made.

### **Section 6 – Availability**

- 6.1 Although it is our intention for the Product to be available as much as possible, there will be occasions when it's provision may be interrupted including, without limitation, for scheduled maintenance or upgrades, for emergency repairs or due to failure of telecommunications links and / or equipment.
- 6.2 The Product may be accessed via third party network including cellular network. These networks can be variable based on location and may impact one's ability to access the Product. We take no responsibility for the performance of these external network services.
- 6.3 While OneApp and its development partners take all reasonable precaution against unauthorised online access, it must be acknowledged that any internet or network enabled Product may be subject to breaches of security and also that the submission of Content or other information may not be secure. To this extent, OneApp cannot be held liable for any computer or device virus or other unintended transmission enabled or facilitated by the Product.



## Game 6

### Section 7 – Analytics

- 7.1 OneApp maintains the right to collect analytical information relating to the use of Customer Products. Such information could include, but is not limited to, user location, sections and pages viewed within the Product, the frequency the Product is used, etc. Information that could be used to identify a user will not be collected.

### Section 8 – Complaints

- 8.1 Complaints, comments and feedback can be made directly to Michael Shuster at OneApp, contact details for whom are presented at the outset of this document.

### Section 9 - Disclaimer of Warranties

- 9.1 The Product is provided on an 'as is' and 'as available' basis. OneApp does not make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to a) the service; b) the content; c) security associated with the transmission of information to OneApp or via the Product.
- 9.2 In addition, we hereby disclaim all warranties, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.
- 9.3 We do not represent or warrant that the product will be error-free or uninterrupted; that defects will be corrected; or that the product or the infrastructure that makes the service available is free from any harmful components including, without limitation, viruses.
- 9.4 We do not make any representations or warranties that the information (including any instructions) on the Product is accurate, complete or useful. Our Customers acknowledge that their use of the Product is at their own sole risk. We do not warrant that use of the product is lawful in any particular jurisdiction.
- 9.5 By accessing or using the Product, our Customers represent and warrant that their activities are lawful in every jurisdiction where Product is used or accessed.
- 9.6 We do not endorse content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.



## Game 6

### Section 10 – Our Privacy Policy

- 10.1 It is acknowledged that information is required to be input into the OneApp content management system so as to deliver each client App; which may include personal details such as names, postal addresses, email addresses and contact telephone numbers.
- 10.2 Each client has the ability to remove any information from the content management system at any time; either permanently or temporarily.
- 10.3 We will only divulge client account login information to our primary contact within the organisation.
- 10.4 We will keep safe our main system administration access logins and controls.
- 10.5 If information is submitted to us to input on client behalf, we may retain these files so as to both verify the input and to provide a back-up to the content management system. These files and documents will be secure within our document management systems.
- 10.6 We will never share any client information with any third party; either within the content management system or from our document management system – with the exception of where system development collaboration is required.

In such cases, our development partners will abide by our terms on data control.

These terms have been update 4<sup>th</sup> May 2018.