

TERMS AND CONDITIONS FOR BELIEVABLE BOTS SERVICES AND SUBSCRIPTION ACCESS ("SERVICE AND SUBSCRIPTION TERMS")

Welcome to Believable Bots (**Believable Bots**).

In these terms, we also refer to Believable Bots as "our", "we", or "us".

And you are you – being either an individual, online community or organisation using our services ("**User**"/"**User**").

What are these terms about?

These terms apply when you apply to use, are given a subscription to use, or use (as a User) the Believable Bots tool ("**Subscription**") to assist in helping online users from spam in respect of a compatible app and other services available on our Website ("**Services**").

THESE TERMS SHOULD BE READ IN CONJUNCTION WITH OUR WEBSITE TERMS AND CONDITIONS FOUND AT believablebots.io/terms-and-conditions.pdf, WHICH ARE INCLUDED BY REFERENCE. IF THERE IS ANY CONFLICT BETWEEN THE WEBSITE TERMS AND CONDITIONS AND THESE SERVICE AND SUBSCRIPTION TERMS, THESE SERVICE AND SUBSCRIPTION TERMS WILL APPLY.

How do I read these terms?

We separated these terms into a few parts, so they are easy to read and understand.

Those parts are:

- Part A: Terms for when Users use the Services on the Subscription.
- Part B: Liability and warranties, and interpretation provisions (applies to your use of the Services, the Subscription and browsing)

Please let us know if you have any questions about these terms, and don't continue to use the Subscription or purchase any Services unless you have read and agree to these terms.

OUR PRIVACY POLICY FOUND AT believablebots.io/privacy-policy.pdf APPLIES TO THIS AGREEMENT.

I've returned to your Website or the Believable Bots Subscription, do I need to read these terms again?

Please note that we may change any part of these terms at any time by updating this page, so you may find that different terms apply next time you use our Website or the Subscription to access the Services. You can check the date at the top of this page to see when we last updated these terms.

Part A For When Users Use the Services...

1 REGISTRATION BY A USER

- (a) By agreeing to make use of the Subscription and our Services (**Registration**) you represent and warrant that you are authorised by the User to enter into a binding contract with us.
- (b) Agreeing to use the Subscription constitutes your intention and offer to enter into Part A and Part B of these terms.

- (c) We will provide you with access to the Subscription and Services in exchange for your payment of the Service fees.
- (d) Part A of these terms is not agreed between you and us until we have confirmed your registration via email.

2 ACCOUNTS

2.1 ACCOUNTS

- (a) To use the functionality of the Subscription, you are first required to set-up an account (an **Account**).
- (b) As part of the Account set-up process and as part of your continued use of the Website and Subscription, you may be required to provide the names, job titles and email addresses of your employees by uploading users, so that these Users may access the Subscription.
- (c) You agree that you're solely responsible for:
 - (i) maintaining the confidentiality and security of your Account information and staff directory, including passwords; and
 - (ii) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.
- (d) You warrant that any information you give to Believable Bots while completing the Account registration process will always be accurate, honest, correct and up to date and that you will have the requisite consent to give such information to us.
- (e) Believable Bots may, in its absolute discretion, choose to accept you as a registered user within the Subscription and provide you with an Account.
- (f) Believable Bots reserves the right to contact you about any concerning behaviour by you, or any of your registered Users, and to seek a resolution with you.
- (g) Believable Bots may suspend or cancel your Account for any reason, including for any failure to comply with this agreement.
- (h) You also agree to let us know if you detect any unusual activity on your Account as soon as you become aware of it.
- (i) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.
- (j) You agree to release Believable Bots from any liability for any loss or damage arising out of or in connection with information you provide that is not accurate, honest, correct or up-to-date.
- (k) By registering as an account admin for an online community, you confirm you have permission to share all provided information during registration and throughout the Subscription and Services. You must also inform current and future members of your community about a bot filtering spam in your group and you indemnify us in respect of any claims resulting from your breach of these requirements.
- (l) The above process may also be achieved by logging in with your relevant social media account and granting us the permissions required for you to use the Subscription and our Services.

2.2 ACCOUNT CANCELLATION

- (a) **(Cancellation by you)** You are responsible for the cancellation of your Account.

- (i) You can cancel your Account within the first 7 (seven) days following the date of your initial payment. If you choose to do so, you will be refunded the initial amount less any reasonable admin charges incurred by us. On expiry of the 7 (seven) day period, the whole Service fee is payable and we will keep your Account open until the day before the new month in respect of monthly subscriptions, the new quarter in respect of quarterly subscriptions and the Anniversary Date (as defined below) in respect of annual subscriptions.
 - (ii) If your subscription is monthly, you can cancel your Account by providing us with notice of termination, which notice will be effective on the last day of the then-current month.
 - (iii) If your subscription is quarterly, you can cancel your Account by providing us with notice of termination, which notice will be effective on the last day of the then-current quarter.
 - (iv) If your subscription is annual, you can cancel your Account by providing us with notice of termination not less than 30 days prior (**Notice Period**) to the then-current anniversary of the date on which your Account became active (**Anniversary Date**). If you fail to terminate within the Notice Period, you will be liable for the Service fee for the annual renewal.
- (b) (**Cancellation by us**) To the extent permitted by law, we reserve the right to terminate your access to the Subscription at any time without notice, for any reason, provided that we refund to you any fees for Services which you have paid for and not received. We may also terminate your access to the Subscription at any time without notice without issuing a refund if you breach any provision of these terms.

3 SUBSCRIPTION

- (a) Access to our Subscription and Services are offered on a subscription basis and will either be monthly, quarterly or annually.
- (b) Depending on the duration you have selected, or available to you at the time of registering an Account with us, you can choose to have your subscription automatically renew at the end of each term if not cancelled by you in accordance with clause 2.2(a) above, or to renew it yourself as it comes up for renewal.
- (c) If your subscription automatically renews, the Service fees for the next period will become due and will be automatically deducted by our Payment Provider.

4 PAYMENT

- (a) All prices are:
 - (i) in British Pounds (except where otherwise indicated); and
 - (ii) subject to change without notice.
- (b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all subscriptions (**Service fee**) at the time of placing an order for access to our Subscription and Services and on the anniversary of each Subscription term.
- (c) (**VAT**) Unless otherwise indicated, amounts stated in an Order do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us including that amount in the Order, or otherwise providing a tax invoice.
- (d) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payments for access to our Subscription and Services, including Paddle. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider (<https://www.paddle.com/legal/checkout-buyer-terms>) and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

5 SERVICES

5.1 SERVICES

- (a) If you are accepted by Believable Bots as a User, you will be entitled to use our Services and access our Subscription.
- (b) Section 13 of the Sale of Goods and Services Act 1982 requires that we perform the Service with reasonable care and skill, free of material defects.

5.2 FAULTY SERVICES

As your sole remedy, we'll reperform or remedy any faulty Services, if you notify us by email to support@believablebots.io within 7 days of the relevant portion of the Services being provided and you provide us with enough detail as to the nature and extent of the defects.

6 USER RESPONSIBILITIES

- (a) The User will not permit access to the Subscription to anyone other than authorised Users and shall not permit any party to make changes to the Subscription other than existing options within the Subscription.
- (b) The User must comply with all applicable laws and regulations.

7 MARKETING

The User agrees that we can use their name, logo and website addresses for marketing purposes.

Part B Liability And Other Legal Terms...

1 THIRD PARTY SUPPLIERS

- (a) We may outsource any part of performing any services related to providing the Services, including delivery of your Services without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your Registration, or are negligent in providing Services or Services.

2 INTELLECTUAL PROPERTY

- (a) Believable Bots retains all intellectual property rights in the design of the Services, Subscription and Website and all materials on the Website and Subscription (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website and Subscription Content**) or those rights that are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Services, Subscription or Website Content.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website, Subscription or any Website and Subscription Content without prior written consent from Believable Bots or as permitted by law.
- (c) Any intellectual property rights in any platforms or apps created by you using our Subscription, will immediately vest in you and we will have no right to such creations.
- (d) In this clause 2, "**intellectual property rights**" means copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in the United Kingdom and throughout the world.

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LIABILITY

- (a) To the maximum extent permitted by applicable law, Believable Bots excludes all liability for any claims arising out of your use of this Website or any services provided by us, if that is not permitted in law, Believable Bots limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any or services provided by Believable Bots, is limited to the greater of:
- (i) the total fees paid to Believable Bots by you in the 3 months preceding the first event giving rise to the relevant liability; and
 - (ii) £50GBP.
- (b) All express or implied representations and warranties in relation to Services and the associated services performed by Believable Bots are, to the maximum extent permitted by applicable law, excluded.
- (c) **(Indemnity)** You indemnify Believable Bots and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
- (i) breach of any of these terms;
 - (ii) use of the Website; or
 - (iii) use of any Services, the Subscription or other goods or services provided by Believable Bots.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Believable Bots be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Subscription or Website, these terms or any Services or services provided by Believable Bots (except to the extent this liability cannot be excluded under law.
- (e) Nothing in these terms will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (f) Without limiting the generality of clause 3, to the maximum extent permitted by applicable law, Believable Bots will not be liable for any damages arising from User's inability to access the Subscription or use the Services.
- (g) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms or a Registration, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of *the Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

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DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

5 CONFIDENTIALITY

- (a) “**Confidential Information**” means (1) information (other than Excluded Information) relating to the disclosing party.
- (b) “**Excluded Information**” includes information that:
 - (i) is or becomes public other than because of breach of an obligation under this agreement;
 - (ii) is already in the possession of, or is subsequently in the possession of, the receiving party as the result of having been disclosed by someone not then under an obligation to the disclosing party to keep that information confidential; and
 - (iii) the receiving party has already developed independently or subsequently develops independently.
- (c) Trade secrets of each party will be Confidential Information under all circumstances and will remain confidential indefinitely beyond the term of these Services and Subscription Terms.
- (d) For the duration of these Services and Subscription Terms and 2 years after, the parties agree to keep any Confidential Information received by such party as confidential.
- (e) If the receiving party notifies its representatives of the confidential nature of that Confidential Information, the receiving party may disclose Confidential Information to only those representatives who (1) require that Confidential Information to use or provide the Services and access to the Subscription and (2) have a duty to the receiving party to keep that information confidential.
- (f) If the receiving party is required by law, court order, or legal process to disclose Confidential Information, the receiving party may disclose that Confidential Information if it (1) notifies the disclosing party of that proceeding or requirement upon promptly after learning of it (unless by doing so the receiving party would violate a law, court order, or legal process) and (2) cooperates with the disclosing party in any proceeding the disclosing party brings to prevent or limit that disclosure.

6 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

7 FORCE MAJEURE

If we become unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to an event beyond our reasonable control, the relevant obligation will be suspended to the extent that it is affected by the event.

8 GENERAL

8.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

8.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

8.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

8.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

8.5 NO WARRANTIES

We make no warranties or representations in relation to the Services other than as may be expressly set out in this Agreement. Any implied warranties (including those set out in sections 12-16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise, are excluded to the extent permitted in law.

8.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

8.7 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

8.8 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

8.9 TERMINATION

If you violate any of the terms and conditions in this agreement, we can end it right away without a refund, by giving you written notice.

8.10 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to £, or "pound", is to pound sterling (GBP), unless otherwise agreed in writing;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a Usership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;

- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

8.11 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 - (iii) whichever is earlier.