



# Terms of Use

## Trialflare

Trialflare (the “service”, “services”, “website”, “app”, etc.) is provided by Seastorm Limited (“Seastorm”, “we”, “us”, etc.).

Seastorm is a limited company registered in England and Wales, with company number 11867862. Our address is 141 Albany Road, Cardiff, CF24 3NT. You can contact us on [hello@seastorm.co](mailto:hello@seastorm.co) with any questions or concerns.

## Introduction

These terms apply to all users and participants of the Trialflare service. This includes usage of our web and mobile apps, and any other approved clients.

These terms also apply to the use of our website(s) (<https://trialflare.com> or its subdomains), even if the visitor is not a user or participant of our services.

In these terms, “service” or “services” applies to the Trialflare platform and our website(s).

These terms and conditions apply between you, the user, and Seastorm Limited. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the services. If you do not agree to be bound by these terms and conditions, you should stop using the services immediately.

In these terms and conditions, “user” means any third party that accesses the services and is not either (i) employed by us and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to us and accessing the services in connection with the provision of such services.

You must be at least 16 years of age to use these services. By using them, and agreeing to these terms and conditions, you represent and warrant that you are at least 16 years of age.

## Intellectual property and acceptable use

All Content included on the service, unless uploaded by Users, is the property of us, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this service, including any such content uploaded by Users. By continuing to use the service you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

You must not reproduce, modify, copy, distribute or use for commercial purposes any Content without our written permission.

You acknowledge that you are responsible for any Content you may submit via our services, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the services any Content that (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the service.

You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify us for all claims resulting from Content you supply.

## **Prohibited use**

You may not use the services for any of the following purposes:

- in any way which causes, or may cause, damage to the service or interferes with any other person's use or enjoyment of the services;
- in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## **Registration**

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

You may cancel your registration at any time by informing us via email. If you do so, you must immediately stop using the services. Cancellation or suspension of your registration does not affect any statutory rights.

## **Password and security**

When you register for an account, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.

If we have reason to believe that there is or is likely to be any misuse of the services or breach of security, we may require you to change your password or suspend your account.

Although we take reasonable steps to protect accounts (through offering features such as two-factor authentication and password policies), we accept no responsibility for any negative impacts of unauthorised data access or account access as a result of user practice (e.g. stolen passwords or account "sharing").

## **Links to other resources**

These services may contain links to other sites or resources. Unless expressly stated, these sites are not under our control or the control of our affiliates.

We assume no responsibility for the content of such resources and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another site from these services does not imply any endorsement of the sites themselves or of those in control of them.

## **Availability of the service and disclaimers**

Any online facilities, tools, services or information that we make available through the services is provided "as is" and on an "as available" basis. We give no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. We are under no obligation to update information on the service.

Whilst we use reasonable endeavours to ensure that the service is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

We accept no liability for any disruption or non-availability of the services.

We reserve the right to alter, suspend or discontinue any part (or the whole of) the service including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the service unless it is expressly stated otherwise.

## **Limitation of liability**

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, we accept no liability for any of the following:

- any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- loss or corruption of any data, database or software;
- any special, indirect or consequential loss or damage.

## **General**

You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the services from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

We do not guarantee constant availability of service access and accept no liability for downtime or access failure due to circumstances beyond its reasonable control (including any failure by ISP or system provider).

No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

Any information on our services may include technical inaccuracies or typographical errors. We strive to maintain accuracy as much as possible.

We are not responsible for user-contributed content. We are not liable for any damages as a result of such content. We accept no liability or responsibility to any person or organisation as a consequence of any reliance upon the information contained by our services.

We reserve the right to permanently ban any user from our services for any reason related to misbehaviour. We will be the sole judge of behaviour and we do not offer appeals or refunds in those cases.

Finally, the user will:

- Not upload or add content that contains slurs, racist, homophobic, transphobic, ableist or otherwise discriminatory content. Do not add or upload content containing any hateful ideologies.
- Be kind to others, and don't be intentionally difficult or antagonistic. Harassment or threats or personal attacks will not be tolerated in any way.
- Not post any adult content.
- Not post any illegal (from the perspective of UK or EU law) or copyrighted content for which you do not own the rights.
- Not post any content, or interact with the platform, in a way that is designed to bring harm to the platform or to negatively affect other people.