

Troglo LTD User Agreement

1. Introduction

- 1.1. Welcome to troglo.co.uk (“Web”) and Troglo mobile application (“App”), and collectively the Troglo Services (“Troglo Services”). This page tells You, the Troglo Services user (“You”), the Terms and Conditions (“Terms”) on which You may use our Troglo Services and our mobile application, whether as registered user or guest. Please read carefully before use. By using the Troglo Services, You accept these Terms and agree to obey them. If You don't accept them, please don't use the Troglo Services.
- 1.2. **Content Disclaimer:** We frequently update the Troglo Services and make changes to it, but we don't have to do this, and material on the Troglo Services may be out-of-date. No material on the Troglo Services is intended to contain advice, and You shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the Troglo Services by anyone.
- 1.3. **Medical Knowledge:** However, medical knowledge and practice is constantly evolving and individual cases may require specific advice and cannot be addressed through the Troglo Services. Accordingly, the Troglo Services are provided for information only. It is not intended to replace a consultation with an appropriately qualified health professional. We cannot guarantee that information provided by us through the Troglo Services will meet Your health or medical requirements. If You are concerned about Your health, please contact a health professional

2. Who We Are

- 2.1. The Troglo Services are operated by Troglo TLD (“We” or “us”), a UK Limited company registered in England under company number 11324206 with its registered office at 45 Nelson Square, Southwark, London, England, SE1 0QA, United Kingdom.

3. Age Restrictions And Safety

- 3.1. **No use by underage persons:** No persons under the age of eighteen (18) years (twenty-one (21) years in places where eighteen (18) years is not the age of majority) may directly or indirectly view, possess or otherwise use the Troglo Services.
- 3.2. **You must be a legal adult:** You hereby affirm and warrant that You are currently eighteen (18) years of age or over (twenty-one (21) years in places where eighteen (18) years is not the age of majority) and You are capable of lawfully entering into and performing all the obligations set forth in this agreement.

4. Use of the Troglo Services

- 4.1. **License:** You have permission for temporary use of the Troglo Services, but we can withdraw or change our service at any time without telling You and without being legally responsible to You.

- 4.2. **Terms:** Only use the Troglo Services as allowed by law and these Terms. If You don't, we may suspend Your usage, or stop it completely.
- 4.3. **Confidentiality:** You must treat all identification codes, passwords and other security information as confidential. If we think You have failed to keep confidentiality, we are allowed to disable any security information (including Your passwords and codes). If You allow anyone else to use our Troglo Services, You must make sure that they read these Terms first, and that they follow them.
- 4.4. **Breach of Confidentiality:** You agree to notify Troglo immediately of any unauthorised use of Your account or any other breach of security. We will not be liable for any loss, damages, liability, expenses or attorneys' fees that You may incur as a result of someone else using Your password or account, either with or without Your knowledge. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Troglo or a third party due to someone else using Your account, regardless of whether they are authorised.
- 4.5. **Privacy:** We follow our privacy policy in handling information about You. You can read our policy at [\[Privacy Policy Hyperlink\]](#). By using the Troglo Services, You agree to us handling this information and confirm that data You provide is accurate. You must promptly update such information if it changes.
- 4.6. **Data Retention:** Troglo has no obligation to retain a record of Your account or any data or information that You may have stored for Your convenience by means of Your account or the Troglo Services. The Troglo Services are not intended for data storage. You are solely responsible for backing up Your data.
- 4.7. **Your Liability:** You agree to indemnify, defend, and hold Troglo (and its affiliated companies, contractors, employees, agents, and suppliers and partners) harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, brought by a third party arising out of or related to (a) Your use or misuse of any location information or the other Troglo Services generally, (b) any violation of the rights of any other person or entity by You, (c) any alleged breach or violation by You of this Agreement, or (d) Your use of the Troglo Services to meet another User in person or to locate and attend any offline place or event. Troglo reserves 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 with Our defence of these claims. This defence and indemnification obligation is intended to extend to the fullest extent permitted by law and will survive this Agreement and Your use of the Troglo Services.

5. Intellectual Property Rights and Trade Mark

- 5.1. **Ownership:** We are the owner or licensee of all intellectual property rights in the Troglo Services (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.
- 5.2. **Intellectual Property Rights:** The Troglo Services, content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, including the mobile device applications, and all other elements of the Troglo Services (collectively, the "Materials") are protected by England and Wales copyright, trade dress, patent, and trademark laws, international laws and

conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained in the Troglo Services are the property of Troglo or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names displayed on the Troglo Services are proprietary to Troglo or its affiliates and/or third-party licensors. Except as expressly authorised by Troglo under this Agreement, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorised use of the Materials.

- 5.3. **Reverse Engineer:** You shall not reverse engineer, decompile, copy or adapt software or other code or scripts that form part of the Troglo Services.
- 5.4. **Intellectual Property Remediation:** If You breach these terms, You lose Your right to use our Troglo Services, and must destroy or return any copies You have made.

6. Our Legal Responsibility to You

- 6.1. **Accuracy Waiver:** We do not guarantee the accuracy of material on our Troglo Services. As far as legally possible, we exclude legal responsibility for the following:
 - 6.1.1. Any loss to You, arising from use of our Troglo Services; and
 - 6.1.2. Loss of income, profit, business, data, contracts, goodwill or savings.
- 6.2. **Warranty Waiver:** We also exclude, as far as legally possible, all terms and warranties or promises implied by law.
- 6.3. **Negligence Waiver:** Nothing in these terms of use shall exclude liability to You for fraudulent misrepresentation by us or our employees or for death or personal injury resulting from our negligence or that of our employees.
- 6.4. **Responsibility Waiver:** Troglo is not responsible for Your use of the Troglo Services or for the actions of other users with whom You may exchange information or have contact. Troglo does not conduct criminal background screenings of its users. Troglo does not verify the information provided by users with respect to users' health, physical condition, or otherwise. Troglo also is not responsible for activities or legal consequences of Your use in locations which may attempt to criminalise or limit Your personal interactions. You must make Your own informed decisions about use of the application in Your location and assess any potential adverse consequences.

7. Acceptable Use Policy

- 7.1. **Uploads:** If You upload or submit material onto the Troglo Services You must follow the following acceptable use policy. You agree to reimburse us for any costs or expenses we incur as a result of any breach of this term.
- 7.2. **Ownership of Material:** Material that You upload will be regarded as non-confidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose.

7.3. Responsibility of Material Waiver: We won't be legally responsible to anybody for the accuracy of material that You upload to the Troglo Services, and we can remove it at any time if we think it doesn't follow our acceptable use policy.

7.4. Acceptable use: You must not use the Troglo Services to do any of the following:

7.4.1. Break any laws or regulations;

7.4.2. Do anything fraudulent, or which has a fraudulent effect;

7.4.3. Harm or attempt to harm minors;

7.4.4. Do anything with material that does not meet our content standards (listed below);

7.4.5. Do anything with unsolicited advertising material (known as spam);

7.4.6. Transmit any data or material that is harmful to other programs, software, or hardware (for example, viruses, Trojan horses, worms, automatic scraping software etc);

7.4.7. Copy in any way or re-sell any part of our Troglo Services; and

7.4.8. Interfere with or damage any part of our Troglo Services, equipment, network, software or storage arrangements.

7.5. Content Standards: Our content standards apply to all material that You upload to our Troglo Services and to all interactive services. Your contributions must:

7.5.1. Be accurate (if they are factual);

7.5.2. Be genuine (if they state opinions);

7.5.3. Be within the law;

7.5.4. Not be defamatory, obscene or offensive;

7.5.5. Not be likely to deceive, harass, annoy, threaten or invade someone else's privacy;

7.5.6. Not promote violence, or discrimination based on race, sex, gender identity, religion, nationality, age, disability, or sexual orientation;

7.5.7. Not infringe anyone else's intellectual property;

7.5.8. Not be used to impersonate anyone, or misrepresent anyone's identity;

7.5.9. Not encourage or assist anything that breaks the law; or

7.5.10. Not contain personal data apart from Your own.

7.6. Cybersecurity: You shall not attempt to transmit to or via the Troglo Services any information that contains a virus, worm, Trojan, or other harmful or disruptive component. You will not probe, scan, or test the vulnerability of the Troglo Services or any system or network; use any robot, spider, scraper or other

automated means to access the Troglo Services for any purpose without Our express written permission; bypass Our robot exclusion headers or other measures We may use to prevent or restrict access to the Troglo Services; modify the Troglo Services in any manner or form; use or develop any application that interacts with the Troglo Services or provides access to other Users' content or information without Our written permission; or use modified versions of the Troglo Services, including for the purpose of obtaining unauthorised access to the Troglo Services.

- 7.7. **Systems Security:** You will not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Troglo Services, features that prevent or restrict use or copying of any content accessible through the Troglo Services, or features that enforce limitations on use of the Troglo Services;
- 7.8. **Unauthorised access:** You will NOT attempt to gain unauthorised access to the Troglo Services, or any part of it, other accounts, computer systems or networks connected to the Troglo Services, or any part of it, through hacking, password mining or any other means, or interfere or attempt to interfere with the proper working of the Troglo Services or any activities conducted on the Troglo Service;

8. Disclosure to Courts

- 8.1. If You have to disclose confidential information by order of a court or other public body You may do so.

9. Suspension and Termination

- 9.1. **Breach of Terms:** If we think You have breached these Terms, we will take whatever steps we think are necessary. These might include:
- 9.1.1. Stopping Your use of the Troglo Services temporarily or permanently;
 - 9.1.2. Removing material You have put on the Troglo Services;
 - 9.1.3. Sending You a warning;
 - 9.1.4. Taking legal action; or
 - 9.1.5. Telling the appropriate authorities.
- 9.2. **Termination:** Troglo may terminate any User Account You have with the Troglo Services or Your use of the Troglo Services or any portion thereof, if Troglo believes that You have breached this Agreement, or for any other reason, in its sole discretion. Troglo may also remove and discard all or any part of Your User Account or any User Content (as defined below), at any time. You agree that any termination of Your access to the Troglo Services or any User Account You may have or portion thereof may be effected without prior notice, and You agree that Troglo will not be liable to You or any third party for any such termination.
- 9.3. **Data Deletion:** Without limitation of our other rights, Troglo reserve the right to delete all Your User Content from the Troglo Services upon any termination or cancellation of Your User Account. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of Your use of the Troglo Services

may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Troglo may have at law or in equity.

1.1. **Termination Costs:** We exclude legal responsibility and cost for actions we take to deal with Your breach of these Terms.

10. Computer Offences

10.1. **Computer Misuse:** If You do anything which is a criminal offence under a law called the Computer Misuse Act 1990, Your right to use the Troglo Services will end straightaway. We will report You to the relevant authorities and give them Your identity.

10.2. **Misuse Examples:** Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

10.3. **Attack to Systems:** You mustn't try to get access to our Troglo Services or server or any connected database or make any 'attack' on the Troglo Services. We won't be legally responsible to You for any damage from viruses or other harmful material that You pick up via our Troglo Services.

11. Third Parties

11.1. **Links to other Sites:** Links from our Troglo Services to other sites are for information only. We don't control them and don't accept responsibility for other sites or any materials found upon them or any loss You suffer from using them.

11.2. **Other Sites:** Troglo makes no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through linked Sites. Access and use of linked Sites, including information, material, products and services on linked Sites or available through linked Sites is solely at Your own risk. We do not control these Third-Party Web Sites and this Agreement does not apply to companies that Troglo does not own or control, or to the actions of people that Troglo does not employ or manage. You should always check the terms of use posted on Third-Party Web Sites.

11.3. **Advertising Relations:** Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Troglo Services are solely between You and such advertiser. You agree that Troglo will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Troglo Services.

11.4. **Adverting:** Troglo and its licensees may publicly display advertisements and other information adjacent to Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice or Our being liable to You.

11.5. **Other Parties:** Parties other than Troglo may provide services or sell products via the Troglo Services. We are not responsible for examining or evaluating, and We do not warrant the offerings of, any of these businesses or the content of their product and service offerings. Troglo does not assume any responsibility or liability for the actions, product, and content of all these and any

other third parties. You should carefully review the third parties' privacy statements and other terms and conditions of use.

11.6. **Third Party Applications:** By Your use of third-party applications that connect with the Troglo Services ("Third-Party Applications"), You acknowledge and agree that Troglo may transmit User Content to Third-Party Web Sites or Third-Party Applications through application protocol interfaces developed and maintained by those Third-Party Web Sites or Third-Party Applications. Troglo is not responsible for the transmission of the User Content from the Troglo Services to Third-Party Web Sites or Third-Party Applications, nor the use of the User Content on any Third-Party Web Sites or Third-Party Applications. You should review the terms of service and privacy policies of any Third-Party Web Sites or Third-Party Applications. Troglo is not responsible for and does not endorse any features, content, or other materials on or available from Third-Party Sites or Third-Party Applications. Troglo also does not screen, audit, or endorse Third-Party Sites or Third-Party Applications. Accordingly, if You decide to access Third-Party Sites or Third-Party Applications, You do so at Your own risk and agree that Your use of any Third-Party Sites or Third-Party Applications is on an "as-is" basis without any warranty as to the Third-Party Sites or Third-Party Applications' actions, and that this Agreement does not apply to Your use of any Third-Party Sites or Third-Party Applications.

12. Premium services: Purchases

12.1. **Premium Services:** Certain Services, such as Troglo Premium, may be available only through creation of a User Account and payment of a fee ("Premium Services"). Through such accounts, You will have access to such Premium Services for a fixed term, which will automatically renew. The term, renewal period, and the total cost of each Premium Services offering will be provided within the Troglo Services or otherwise where the Premium Services are offered.

12.2. **Premium services automatically renew:** Premium services automatically renew continuously. You acknowledge and agree that the premium services automatically renew unless You cancel it or we suspend or terminate it in accordance with this agreement

12.3. **Trial Premiums:** Access to Troglo Premium Services may from time to time be made available on a time-limited free trial basis (a "Trial" or "Trial Premiums"). Please note that this Agreement also applies to any Trial. You may be asked to provide Your credit or debit card information when registering for a Trial. In such event, Your credit or debit card will only be charged if You do not cancel Your Trial before the end of the Trial period. If We ask for Your credit or debit card information and You do not affirmatively cancel before the end of the Trial, then Your Trial may be converted into a paid subscription and Your credit or debit card may be charged the subscription fee in effect at the time Your Trial first began. Trial Premiums are not available to former Users of Premium Services or Users who have previously received a free trial and cancelled it prior to paying for Premium Services.

12.4. **Cancellation policy:** You may cancel Your premium services at any time, subject to the terms of this agreement. In order to cancel, You must follow the

instructions given in the Troglo services. There are no cancellation fees. Instructions for cancelling premium services may be obtained by email request to support@troglo.co.uk.

- 12.5. **Purchases:** We reserve the right to correct errors (whether by changing information on the Troglo Services or by informing You of the error and giving You an opportunity to cancel Your order) or to update information at any time without notice. We may grant or deny cancellation requests for individual orders in Our sole and absolute discretion. All sales are final.
- 12.6. **Promo Codes:** Troglo may, from time to time in its sole discretion, offer certain promotional codes for discounts. Promotional codes are non-transferable and are not redeemable for cash, credit, or toward previous purchases. There is no cash alternative. Furthermore, promotional codes cannot be used in conjunction with any other offer or promotional discount, and must be redeemed by the date published, if provided. Lost promotional codes cannot be replaced. Limit one promotional code per customer. Promotional codes are void where prohibited. Any promotional program may be terminated or modified by Troglo at any time in Our sole discretion.
- 12.7. **Payments Are Non-Refundable:** Any and all payments made to Troglo are final and all charges are non-refundable. Cancellations are effective the following billing period in which payment is due. You will not receive a refund for any payment amount, even if payment was made for multiple billing periods.
- 12.8. **Taxes:** Unless specified otherwise at the time of purchase, all payments to Troglo are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You are responsible for payment of all such taxes, levies, or duties.
- 12.9. **Premium Service Termination:** You may terminate Your Account at any time for any reason, by following the instructions given in the Troglo Services. Upon the cancellation of Your account, this Agreement will immediately terminate.
- 12.10. **Recurring Billing:** If You have a User Account set up for recurring billing for a Premium Service, You may cancel Your User Account at any time. You will continue to have the same access for any billing period or periods for which You have paid. If we believe that Your profile content or Your conduct within the Troglo Services violates Our Terms of Service, Your access and User Account may be immediately terminated, and no refunds will be given.

13. END USER LICENSES.

- 13.1. **Mobile Device:** To use the Troglo Software You must have a mobile device that is compatible with the Troglo Services. Troglo does not warrant that the Troglo Services will be compatible with Your mobile device. You are responsible for any mobile charges that You may incur for using the Troglo Services, including text-messaging, roaming charges, and data charges. If You are unsure about the charges that will apply, please contact Your mobile service provider before using the Troglo Services.
- 13.2. **License Grant:** Subject to Your compliance with the terms of this Agreement, Troglo hereby grants You a non-exclusive, non-transferable,

revocable license to (i) use a compiled code copy of the Troglo Software for Your Account on a mobile device owned or leased solely by You, for Your personal, non-commercial use and (ii) use the Troglo Services (other than the Troglo Software) for Your personal, non-commercial use.

- 13.3. **Restrictions:** You may not: (i) modify, disassemble, decompile or reverse engineer the Troglo Services, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Troglo Services to any third party or use the Troglo Services to provide time sharing or similar services for any third party; (iii) make any copies of the Troglo Services; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Troglo Services, features that prevent or restrict use or copying of any content accessible through the Troglo Services, or features that enforce limitations on use of the Troglo Services; or (v) delete the copyright and other proprietary rights notices on the Troglo Services.
- 13.4. **Upgrades:** You acknowledge that Troglo may from time to time issue upgraded versions of the Troglo Services, and may automatically electronically upgrade the version of the Troglo Services that You are using on Your mobile device or otherwise. You consent to such automatic upgrading on Your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You agree that Troglo will not be liable to You for any such modifications.
- 13.5. **Open Source:** With respect to any open source or third-party code that may be incorporated in the Troglo Services, such open source code is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. Nothing in this Agreement limits Your rights under, or grants You rights that supersede, the terms and conditions of any applicable end user license for such open source software. Please contact us at support@Troglo.co.uk (with "Open Source" in the email subject line) for more information.
- 13.6. **Rights Reserved:** The foregoing license granted under this Agreement is not a sale of the Troglo Services or any copy thereof and Troglo or its third-party partners or suppliers retain all right, title, and interest in the Troglo Services (and any copy thereof). Any attempt by You to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Troglo reserves all rights not expressly granted under this Agreement.
- 13.7. **Trademarks, Service Marks and Logos:** The names and logos associated with the Troglo Services are the property of Troglo. No use of these marks is permitted except through the prior written authorization and permission of Troglo. All rights reserved.
- 13.8. **App Stores:** You acknowledge and agree that the availability of the Troglo Services is dependent on the third party from which You received the Troglo Services, e.g., the Android Market or Apple app store (each, an "App Store"). You acknowledge that this Agreement is between You and Troglo and not with the App Store. Each App Store may have its own terms and conditions to which You must agree before downloading the Troglo Services from it. You agree to comply

with, and Your license to use the Troglo Services is conditioned upon Your compliance with, all applicable terms and conditions of the applicable App Store.

14. Variation

- 14.1. We change these terms from time to time and You must check them for changes because they are binding on You.

15. Applicable Law

- 15.1. **Arbitration:** The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Terms or any breach of it.
- 15.2. **Law:** The English courts have the only right to hear claims related to our Troglo Services, and all disputes are governed by English law.

16. Whole Agreement

- 16.1. **Entirety of Agreement:** This Agreement sets out the entire agreement and understanding of the Parties relating to the subject matter of this Agreement and supersedes all prior agreements, understandings or arrangements between them.
- 16.2. **Representations:** You acknowledge that, in entering into this Agreement, it does not rely on any representations made by Troglo or any Troglo Staff concerning the Troglo Services which are not contained in this Agreement.

17. Severability

- 17.1. Any provision of this Agreement that is found to be invalid or unenforceable for any purpose shall be severed for that purpose but shall otherwise remain valid and enforceable and shall not affect the validity of the remainder of this Agreement.

18. Interpretations

- 18.1. **Derivations:** Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 18.2. **Headings:** The headings contained in this Agreement are for convenience only and do not affect their interpretation.

19. Contact Us

- 19.1. Please email us support@troglo.co.uk to contact us about any issues.