



## Terms of Use

These terms and conditions (“Terms”) govern your participation in and use of the Rewind app (“the App”) and any other app, website or web pages or other electronic services operated by Rewind Life Limited (“the Services”). These Terms set out the terms of your relationship with Rewind Life Limited (“we”, “us” or “Rewind”). Please read these terms carefully as they affect your rights and obligations under the law.

**If you do not agree to these Terms in full, please do not register with us or use the Services.**

**By accepting these Terms and registering as a member, you agree that immediate performance of the Terms has taken place and acknowledge that you will lose my right of withdrawal from the contract once use of the App and/or Services has begun.**

Please also see our [Privacy and Data Protection Policy](#) for information about how we collect and use any data you enter into our system.

### 1. Introduction

- 1.1 Rewind, through its App and Services provides a service for the storage, archive and sharing of image, video, audio and text content.
- 1.2 The Services are operated by Rewind and use of our Services and registration is open to any user over the age of 16 years old.
- 1.3 These Terms will apply to all users, registered users and subscribers (“you” or “users”).
- 1.4 Different levels of registration or subscription may apply, whichever level of registration or subscription you choose you will be bound by these Terms.
- 1.5 These terms are intended only for consumers. A ‘consumer’ means an individual who is using the Apps for purposes wholly or mainly outside of their business, craft or profession. If you wish to make a purchase on behalf of a business or corporate entity, please contact us using the details set out in *Contact Us* as separate terms may apply.
- 1.6 Please note that these Terms may be amended from time to time. Notification of any changes will be made by posting new terms onto the Services. In continuing to use the Services you confirm that you accept the then current Terms in full at the time you use the Services.

### 2. Registration and Subscription

- 2.1 Use the Services requires registration as a member. We may allow access to some Services without registration from time to time but we reserve the right to withdraw access without registration at any time.
- 2.2 We are not obliged to permit anyone to register with the Service and we reserve the right to refuse registration to anyone for any reason.
- 2.3 We reserve the right to add or remove services and functionality from any registration or subscription type or to add or remove registration or subscription types. We also reserve the right to change our subscription periods. When we change our subscription types or subscription periods you will be entitled to keep your existing subscription until the end of your then-current subscription period and at the end of that period you will be required to subscribe on the new basis.
- 2.4 We may offer a free trial period during which we allow you, for a limited period, to access functionality which is usually only available to subscribers. Once a trial period ends if you do not

take out a subscription we reserve the right to withdraw your access to the Service. We may, at our sole discretion, extend or withdraw any trial period. Trial periods are offered strictly at our discretion and we may reduce the period or change the terms of any trial period we offer at any time.

- 2.5** Your subscription will last for the agreed subscription period. Unless you expressly request otherwise we will send you an email or an in-app notification towards the end of your subscription inviting you to re-subscribe and unless you opt not to re-subscribe we will be entitled to charge your debit or credit card with the subscription fees for the next subscription period.

### **3 Membership**

- 3.1** All users may register as a free user, which allows you to join the App and use the Services to add and share text content only ("**Free Member**").

- 3.2** You may subscribe to for extra services, which will include the capability to upload, send and receive image, video and audio content, and other additional features as we may determine from time to time ("**Premium Member**").

- 3.3** We reserve the right to limit, restrict or otherwise vary the amount of data storage available for Free Members and Premium Members. In particular, we reserve the right to increase your subscription fee following a notification to you by way of email or an in-app notification should your data storage levels exceed a level as determined by us.

- 3.4** The fees and charges payable for each category of membership are set out in the App or our website. Please note that different fees may apply for an annual or monthly membership.

- 3.5** We reserve the right to vary the fees for our Premium Members, and will notify you of any change to fees that we make.

- 3.6** Please refer to the App for a further explanation as to how you can subscribe to become a Free Member or Premium Member. After you have subscribed to become a Free Member or Premium Member, you will receive an email from us acknowledging that we have received your subscription ("**Acknowledgement Email**").

- 3.7** If you are under the age of 16 you may not become either a Free Member or a Premium Member.

- 3.8** In certain circumstances, we may contact you to let you know that we are unable to supply you with certain services. This is typically for one or more of the following reasons:

**3.8.1** we cannot authorise your payment (if applicable);

**3.8.2** you are not permitted to use our Services;

**3.8.3** we are not permitted to supply the Services to you; or

**3.8.4** there has been a mistake in the pricing or description of the goods and/or Services.

- 3.9** If you are a Premium Member, in such instances, we will not accept your payment but in limited situations, it may be that your payment has already been accepted and processed. In this instance, we will refund you the full amount paid to you as soon as possible, using the original payment method.

- 3.10** If you are a Free Member or Premium Member and would like to make changes to your membership, please contact us as soon as possible. If however, we feel it is not possible to make the requested change, you may want to consider your other options as set out below in *Cancellation and Termination*.

### **4 Payment**

- 4.1** The fees payable for a Premium Member are set out in these Terms, and will also be available to view in the App.
- 4.2** At the time you place a subscription on the App, you must give authority for payment and in accordance with your chosen payment method, we may take payment from you at any time between you placing the order and us accepting your order. The credit and debit cards accepted by us will be confirmed by us when you place your order.
- 4.3** Unless otherwise stated, fees payable as a Premium Member include VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the goods and/or services in full before the change in VAT takes effect.
- 4.4** If, as a Premium Member, you do not pay your fees (including where we are unable to collect a direct debit), in accordance with these Terms, the Acceptance Email and any other agreement we have with you, we will provide a warning email or in-app notification requesting payment within 14 days. Following this, if payment has still not been made, we will downgrade your account without further notice to that of a Free Member and, as such, you will lose access to any image, video and audio content you have uploaded, sent, or received.

## **5 Data Protection**

- 5.1** When you register with the Services we will ask for some of your personal information. Any personal information you provide us with will be handled in accordance with our **Privacy and Data Protection Policy** which can be seen here <https://rewind-remind.me/legal>
- 5.2** You agree that personal information supplied to us will be kept up to date. We will use the information provided to us to contact you. You are required to provide us with such information as we may request which may include your name, date of birth, email address, telephone number (for authentication), country of residence, and such other information as we may reasonably request.
- 5.3** If we have reason to believe that there is likely to be a breach of security or misuse of the Services or the App through your account or the use of your password, we may notify you by email and require you to change your passwords on our system and with your other suppliers, or we may suspend your account until you have done so. Until you have changed all your passwords or we have reactivated your account you will not be able to access the Services.
- 5.4** You are not entitled to allow any other person to use or borrow your login details or password, each additional user must use and register for the Services separately.

## **6 Use and Abuse of the Services**

- 6.1** Please note that the Services are strictly for entertainment purposes only. The Services are not intended for use for illegal or criminal activities.
- 6.2** Any content posted or published by you using the Services will be your personal responsibility. You will be personally liable for claims relating to negligence, defamation, breach of intellectual property, privacy or any other claim arising from your content.
- 6.3** You may not publish any illegal, offensive, inaccurate, misleading, defamatory or fraudulent content. If any such content is published by you or if in our opinion any content is published by you which damages our goodwill or the goodwill attaching to the Services we reserve the right at our discretion and without notice to take such action as we deem necessary including removing the content from the Services and terminating your registration. You agree that if you share any content from our Services externally (including on any social media platforms), that you will not spam our content, or post our content on an inappropriate forum. You will not publish any illegal, offensive, inaccurate, misleading, defamatory or fraudulent about our Services, including when sharing content from our Services.
- 6.4** You agree that you will not:

- 6.4.1** solicit log-in information or access an account belonging to someone else;
  - 6.4.2** bully, intimidate, or harass any user of the Services;
  - 6.4.3** do anything illegal, unlawful, misleading, malicious, or discriminatory using the Services;
  - 6.4.4** do anything to suggest, express or imply that statements made by you are endorsed by us;
  - 6.4.5** impersonate any other person whether or not that other person is a user of the Service.
- 6.5** We also reserve the right at our discretion to remove any content from the Services, terminate your registration and/or subscription and restrict your access to our services at any time for any reason.
- 6.6** In the event that you are informed that you will no longer be entitled to access the services you will not be entitled to register again and you will no longer have permission to use the Services.
- 6.7** If you come across any offensive, inaccurate or damaging material on the Services or if you are subject to any form of abuse or harassment we ask that you contact us immediately.
- 6.8** You agree not to upload any files or post or publish any on the Services that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's device.

## **7 Advertising and Commercial Use**

- 7.1** Users of the Services are not entitled to directly advertise to or solicit the custom of other users without our express written consent.
- 7.2** You are not entitled to resell or commercially exploit the contents of the Services. You are not entitled to use any data mining, robots, or similar data gathering and extraction tools to collect user names, billing information, email addresses or any other data for the purposes of sending unsolicited e-mail or for any other use.

## **8 Our Liability**

- 8.1** We will operate the Services with the reasonable skill and care of an online service provider. Services provided do not extend to detailed monitoring or supervision of content, comments or communications between users of the Services.
- 8.2** From time to time it may be necessary to suspend access to the Services for a period of time and any such interruptions shall not constitute a breach by us of these Terms. Our liability to you for breach of contract will be strictly limited to the subscription price actually paid by you to us.
- 8.3** We will not be liable for any a) business loss; b) financial loss; c) economic loss; d) consequential loss; e) loss of data; f) lost profit; f) loss of bargain or opportunity or f) indirect loss arising as a result of your use of the Services even if such loss is incurred or suffered as a result of our negligence or otherwise.
- 8.4** We will not be liable for any use of the Services other than for entertainment purposes.
- 8.5** We will not be liable for any breach of the Data Protection Act 2018, the General Data Protection Regulation or any other applicable legislation relating to the protection of personal data in the event that you disclose personally identifiable information relating to any third party.
- 8.6** We will not be liable if content you have posted and stored on the Services is lost, corrupted or damaged.
- 8.7** Our total liability to any user (subject to clause 6.7) is limited to a maximum amount equal to the higher of a) £250 and b); the total charges paid by such user in the previous 12 months.

**8.8** Nothing in these Terms will limit our liability for fraud or for death or personal injury caused as a result of our negligence.

## **9 Cancellation and Termination**

**9.1** If you wish to cancel your membership, please notify us using the contact information in *Contact Us* or via the App and we will delete your account within 30 days of receiving the notification form you.

**9.2** Please note the cancellations may take up to 30 days to process. If you are a Premium Member, any fees due in that 30 day period will remain payable (and this includes direct debits which will be collected).

**9.3** We reserve the right to terminate the Services provided to you for any reason. Where the Services are terminated other than because you are in breach of these Terms:

**9.3.1** we will notify you 30 days prior to cancellation; and

**9.3.2** where you are a Premium Member who has already paid for the Services in accordance with your subscription period, we will reimburse you on a pro-rata basis for fees paid for any subscription period which is being cancelled prior the end of that subscription period.

**9.4** On cancellation or termination by your or us the data you have stored, uploaded and shared using the App will be deleted. Any image, video or audio content will be inaccessible. You may request a text only version of your timeline to be emailed to an email address of your choice, in PDF format.

## **10 Intellectual Property and App Licence**

**10.1** If you have downloaded a copy of our App, then subject to your agreement to these Terms we hereby grant a non-exclusive, non-transferable licence to download a copy of the App to such devices as are personally used by you and to use the App for your personal purposes. You may also take back-up copies of the App for personal use. We reserve the right to terminate this licence if you are in breach of these Terms. You may not transfer this licence.

**10.2** You may not use, copy, modify or transfer the App or any materials or documents we have supplied to you except as expressly set out in these Terms. You may not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the App, except as expressly permitted by law.

**10.3** By providing content for distribution by our Services you expressly grant us a royalty-free, perpetual, irrevocable licence to use such content in order to deliver the Services to you.

**10.4** The App together with the format and content of the Services is protected by copyright and we reserve all rights in relation to our copyright whether owned or licensed to us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licensed to us) which appear on the Services.

**10.5** The App and Services may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the App without our express written consent.

## **11 Notice and Take-Down**

**11.1** We will make all reasonable efforts to delete accounts which are being used in breach of our Terms and to identify and remove content that is defamatory or infringing on intellectual property rights or otherwise in breach of our media policy when we are notified but we cannot be responsible if you have failed to provide the relevant information.

- 11.2** In the event that you believe that an account is being used in an inappropriate manner or that any Content which is distributed using the Service is defamatory or infringing on intellectual property rights you should notify us in writing either by email to [jon@rewind-remind.me](mailto:jon@rewind-remind.me) including the following:
- 11.2.1** Your full name and contact details, including postal address, telephone number and email address;
  - 11.2.2** The location where the defamatory or infringing content appears;
  - 11.2.3** The content that you believe is defamatory or infringing on intellectual property rights;
  - 11.2.4** The reasons that you believe the content is defamatory or infringing on intellectual property rights;
  - 11.2.5** A statement confirming that you are authorised to act on behalf of the claimant or rights holders; and
  - 11.2.6** A signed declaration truth in respect of the information in the notice.
- 11.3** Any statement made under this clause may be used in court proceedings.

## **12 General**

- 12.1** You shall comply with all foreign and local laws and regulations which apply to your use of our Services in whatever country you are physically located.
- 12.2** These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.
- 12.3** If you breach these Terms and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach.
- 12.4** We will not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.
- 12.5** We may make changes to the format of the Services, or to the App's content at any time without notice.

## **13 Contact Us**

- 13.1** If you have any questions about these Terms, please contact us at [jon@rewind-remind.me](mailto:jon@rewind-remind.me)

