

# Gemini Insight App

## User Terms and Conditions

THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS ("**TERMS**") ON WHICH CSL DUALCOM LTD (COMPANY REGISTRATION NO. 3155883) HAVING ITS REGISTERED OFFICE AT SALAMANDER QUAY WEST, PARK LANE, HAREFIELD MIDDLESEX UB9 6NZ ("**WE**", "**US**" OR "**OUR**") PROVIDES YOU ("**YOU**" OR "**YOUR**") WITH ACCESS TO THE GEMINI INSIGHT APP.

PLEASE READ THESE TERMS VERY CAREFULLY. YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON "I ACCEPT", YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO USE THE APP.

YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

### 1 Definitions

"**App**" means the object code form of the CSL Dualcom Gemini mobile application(s), available for download from the Apple, Google Play, Windows Marketplace Blackberry AppWorld stores, or directly from the Website, and includes any updates, enhancements or other modifications of the App provided to You.

"**Subscriber**" means a User who has elected to register for and subscribe to the Subscription Service.

"**Subscription Details**" means the information relating to the subscription and the additional services available to Subscribers, which is available within the "Account" section of the App or the Website.

"**Subscription Services**" means the services that are only available to Subscribers, as set out in the Subscription Details.

"**User**" means an individual who has registered to use the App.

"**Website**" means the website located at url: <http://www.csldual.com> (or such other URL as we may notify you of from time to time).

"**Your Data**" means any data, information or other materials submitted by You to Us through Your use of the App.

### 2 Our details

2.1 The App and Website is owned and managed by CSL Dualcom Ltd. All information supplied through the App is managed by CSL Dualcom Ltd.

2.2 CSL Dualcom Ltd can be contacted by writing to CSL Dualcom Ltd, Salamander Quay West, Park Lane, Harefield, Middlesex, UB9 6NZ or by our contact page on the Website.

2.3 By downloading and using the App, You warrant that:

2.3.1 You are legally capable of entering into binding contracts; and

2.3.2 You are 18 years old or above.

### 3 Registration

3.1 In order to access the App, You shall be required to register with Us. By registering with Us, You consent to Us conducting verification and security procedures in respect of the information provided by You during the registration process.

3.2 You hereby warrant that the information provided by You to Us is true, accurate and correct. You further warrant that You shall promptly notify Us in the event of any changes to such information provided.

3.3 You shall keep Your login details confidential and secure. Without prejudice to Our rights and remedies, We reserve the right to promptly disable Your login details and suspend access to the App if We have any reason to believe that You have breached any of these terms.

3.4 You may become a User for free using a guest pass for such period as specified and have limited functionality (eg access to the site survey function). However, You will only be able to access certain other functions of the App if You are a Subscriber including being registered as a user of the Gemini Insight services via the Website.

3.5 On entering into an agreement to receive the Gemini Insight service or other applicable services from Us via the Website You hereby agree and consent to the immediate commencement of the performance of the Subscription Services by Us so that, You can immediately access the Subscription Services.

3.6 Upon completion and submission of your registration as a User or Subscriber, You shall be sent an e-mail confirming Your registration with Us.

3.7 We shall have the right at Our option to refuse to grant applications to become a User or a Subscriber at any time.

3.8 These Terms between You and Us shall come into effect on Our acceptance of Your application to become a User and/or a Subscriber. No application shall be deemed to be accepted by Us until You have received confirmation from Us by e-mail.

#### **4 App Functionality and Availability**

4.1 We will use our reasonable endeavours to make the App available to You at all times, but We cannot guarantee that the App will be uninterrupted or fault free.

4.2 The App provides a service, whereby Users access certain functionality of our Gemini Insight services.

4.3 We reserve the right to make changes to the App or part of it from time to time including without limitation, the removal, modification and/or variation of any elements, features and functionalities of the App.

#### **5 Use of the App**

5.1 You shall, at all times:

5.1.1 comply with all applicable laws, regulations, directives and legislations in Your Use of the App;

5.1.2 comply with any guidelines provided or reasonable instructions issued by Us from time to time in respect of Your Use of the App;

5.1.3 ensure Your mobile device:

5.1.3.1 complies with the minimum specifications required for Your mobile device to install and Use all features of the App, as specified by Us on Our Website; and

5.1.3.2 contains adequate anti-virus protection; and You acknowledge that We will not be liable for any loss or damage caused by a virus or other technologically harmful material that may infect Your mobile device due to Your Use of the App, and you hereby release and discharge us from any liability for such loss or damage.

5.2 You shall not use the App and/or any knowledge, information, know-how and/or expertise derived from using the App:

5.2.1 to commit any criminal act, promote any illegal activities or provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;

5.2.2 to do anything likely to cause harm or distress to any persons;

5.2.3 to infringe any Intellectual Property Rights or other rights of any third parties; and

5.2.4 in a way that may reasonably be deemed to be offensive, illegal, inappropriate or in any way promote racism, bigotry, hatred or physical harm of any kind against any group or individual or to harass or advocate harassment of another person.

5.3 You shall notify Us in writing immediately if You become aware of any breach of these Terms and/or inappropriate behaviour in connection with the App.

5.4 You acknowledge that We may establish general practices and limits concerning use of the App, including without limitation:

5.4.1 the maximum number of days that messages or other content will be retained;

5.4.2 the maximum number of messages that may be sent from or received by each User, the maximum disk space that will be allotted on Our servers on each User's behalf.

5.5 If We, in Our sole discretion, consider that you are making any illegal and/or unauthorised use of the App, and/or your Use of the App is in breach of these Terms, We reserve the right to take any action that We deem necessary, including terminating without notice Your Use of the App.

## **6 App Stores**

6.1 You acknowledge and agree that:

6.1.1 We are in no way linked, connected or affiliated with Apple, Android, Google, Microsoft or Blackberry;

6.1.2 access to and use of the App may be limited by your network carrier and may be limited if you are attempting to access the App from outside the United Kingdom;

6.1.3 You acknowledge You will not be able to access and Use certain functionalities of the App unless You have internet access through a GPRS, 3G or Wi-Fi connected mobile device. All traffic charges or access charges incurred due to the Use of the App are subject to Your agreed terms with your mobile network provider.

6.1.4 neither your airtime provider nor any App kiosk or kiosk operator (including but not limited to the Apple AppStore, Google Play App Store, Windows Phone Marketplace or Blackberry AppWorld) shall bear any responsibility or liability whatsoever in relation to sale, distribution, functionality, accessibility, performance or non-performance of the App;

6.1.5 your airtime provider and any App kiosk or kiosk operator (including but not limited to the Apple AppStore, Google Play App Store, Windows Phone Marketplace or Blackberry AppWorld) are third party beneficiaries in respect of this clause 6.1 and accordingly have the right to enforce the provisions of this clause 6.1;

6.1.6 We are solely responsible for providing any support and maintenance in respect of the App; and

6.1.7 you will comply with any applicable third party terms and conditions in your use of the App.

6.2 Further, where you have obtained the App from the Apple 'AppStore', You acknowledge and agree that:

6.2.1 You are not located in a country that is subject to a US Government embargo or that has been designated by the US Government as a 'terrorist supporting' country;

6.2.2 You are not listed on any US Government list of prohibited or restricted parties;

6.2.3 these Terms are concluded between You and Us and accordingly Apple is not a party to these Terms;

6.2.4 Apple has no obligation to provide any maintenance and support services in respect of the App;

6.2.5 if the App fails to conform to any warranty herein, you may notify Apple following which Apple will refund You the purchase price paid for the App (if any). Apple will have no further liability whatsoever in respect of any such failure;

6.2.6 Apple has no responsibility to address any claims by You or any third party whatsoever with respect to the App;

6.2.7 Apple shall not be responsible for any claims made by any third party that the App infringes any third party intellectual property rights; and

6.2.8 'AppStore' and 'Apple' are trade marks of Apple Inc.

6.3 Further, where you have obtained the App from the Windows Phone Marketplace, you acknowledge and agree that you may install and use one copy of the App on up a maximum of five mobile devices you personally own or control and which are affiliated with the Windows Live ID associated with your Windows Phone Marketplace account. You may not install or use a copy of the App on a device you do not own or control.

## **7 Term and Termination**

7.1 These Terms will remain in full force and effect while you Use the App.

7.2 You may terminate your registration at any time, for any reason, effective upon:

7.2.1 receipt by Us of Your email notice of termination, sent to the email address detailed in these Terms; or

7.2.2 cancelling via the "My Account" section of the App or Website.

7.3 Upon giving You notice by email, We may at any time and without cause, terminate these Terms with You, deny You access to the Website and delete on provision of reasonable notice.

7.4 We may terminate these Terms with You, deny You access to the Website and delete Your Profile and any other Content You have submitted by Your Use of the Website with immediate effect in the event that:

7.4.1 You fail to make any payment to Us when due;

7.4.2 You breach the terms of these Terms.

7.5 In the event of termination of these Terms for any reason:

7.5.1 We will cease providing the App to you, including denying you access to the App and/or if applicable the Website; and

7.5.2 You must not attempt to Use the App.

## **8 Intellectual Property**

8.1 Other than in relation to any links to third party websites, We own or have a licence to use all right, title and interest in and to the App and the Website, including without limitation all copyright and any other intellectual property rights therein. These Terms shall not be construed to convey title to or ownership of the Website, App or the content contained therein to You. All rights in and to the Website, App or content not expressly granted to You are reserved by Us.

8.2 Subject to these Terms, We hereby grant to You a non-exclusive, non-transferable, terminable licence to download, install and Use the App on Your mobile device.

8.3 Except as expressly permitted in these Terms, You shall not, and shall not permit others to (i) modify, translate, create derivative copies of or copy the App or Website, in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the App or Website to source code form; (iii) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the App or Website or Your right to Use the App or Website; (iv) remove or modify any copyright, trademark, or other proprietary notices belonging to Us or our licensors contained within the App or Website; or (v) use the App or Website in any manner not expressly authorised by these Terms.

## **9 Third Party Websites**

9.1 We may link to third party websites. We do not endorse or recommend such websites and You must satisfy Yourself that any goods or services referred to thereon are suitable for Your requirements. These are provided solely as a convenience to You and not as an endorsement by Us of the contents on such third party websites. As We have no control over such external sites and resources, You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or available from such external sites or resources.

9.2 You acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such external sites or resources. If You decide to access linked third party websites, You do so at Your own risk. Any concerns regarding any external link should be directed to its respective site administrator or web master.

## **10 Warranties**

10.1 To the maximum extent permitted by applicable law, You acknowledge and agree that the App is used by You at Your sole risk and is provided 'as is' without warranty of any kind, either express or implied, including but not limited to any (if any) implied warranties of merchantable quality, conditions of fitness for a particular purpose and any warranties arising by statute or otherwise in law, all of which are hereby excluded and disclaimed to the fullest extent permissible under applicable law.

10.2 Any content, information or material comprising part of the App does not constitute advice or a recommendation and therefore it should not be solely relied on to assist in making or refraining from making a decision, or to assist in deciding on a course of action.

10.3 We do not guarantee, warrant or make any representation that the functions contained in the App will meet Your requirements, or that the operation of the App (whether the App or the Website) will be uninterrupted or error-free, or that defects in the App or Website will be corrected.

## **11 Liability**

11.1 Subject to clauses 11.2 and 11.3, Our maximum aggregate liability under, arising from or in connection with these Terms and Your use of the App, whether arising in contract, tort (including negligence) or otherwise shall not exceed any monies you have paid to Us to access the App, or £100, whichever is greater.

11.2 We shall not be responsible for any:

11.2.1 losses, damages, costs and expenses which were not reasonably foreseeable to be incurred by You and could not have been reasonably foreseeable by You or Us on entering these Terms; or

11.2.2 loss of profits, contracts or business, loss of an anticipated outcome or anticipated savings; or

11.2.3 loss or corruption of data including Your Data.

11.3 We accept and do not limit Our liability to You for the following categories:

11.3.1 death or personal injury;

11.3.2 negligent misrepresentation, fraud or fraudulent misrepresentation;

11.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

## **12 Data Protection and Privacy Policy**

12.1 We will only use your Your Data and any personal information in accordance with our Privacy Policy. For details, please click [here](#) to see our Privacy Policy. The terms of the Privacy Policy form part of these Terms and you agree to be bound by them.

12.2 We take measures to ensure that Your Data is kept secure and is kept for the duration of your use of the App, subject to any restrictions or time limitations as We may communicate to you as set out in clause 3.4 of these Terms. Unfortunately, the transmission of information via the internet and its subsequent storage is not completely secure. Although we will do our best to protect Your Data, we cannot guarantee the security of Your Data when transmitted by You to us, or stored using our App; any such transmission or storage is at your own risk. Once we have received your Your Data, we will use our own strict procedures and security features to try to prevent unauthorised access but we can not guarantee that breaches of security or corruption of Your Data will not occur.

## **13 General**

13.1 You may print and keep a copy of these Terms, which form the entire agreement between You and Us and supersede any other communications with respect to the App only. If you subscribe to or purchase other services from Us then the applicable terms and conditions for those services shall apply in relation to those services.

13.2 We may update or revise these Terms from time to time by amending the Terms page on our Website. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Your continued use of the App shall be deemed your acceptance of such change(s) in respect of the updated or revised Terms. If, on receipt of such notice, you wish to terminate your agreement with Us you may do so by giving Us not less than seven (7) day's notice, such termination to take effect on the date upon which the amended terms and conditions would otherwise have come into effect.

13.3 These Terms and their performance shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the courts of England.

13.4 You shall comply with all foreign and local laws and regulations which apply to your Use of the App or Website in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

13.5 If any provision of these Terms is declared void, illegal, or unenforceable, the remainder of these Terms will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

13.6 Any failure by any party to these Terms to enforce at any time any term or condition under these Terms will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of these Terms.

13.7 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

13.8 Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Us and such third parties shall not be entitled to enforce any term of these Terms against Us.