
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use World Clock Widget (“Our Mobile App”). Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account and purchasing a Subscription. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Mobile App immediately.

1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Mobile App;
“Contract”	means the contract between Us and you for the purchase and sale of a Subscription to Our Mobile App, as explained in Clause 6;
“Order”	means your order for a Subscription;
“Subscription Confirmation”	means Our acceptance and confirmation of your Order;
“Subscription”	means a subscription to access Our Mobile App, purchased in accordance with these Terms and Conditions;
“User”	means a user of Our Mobile App;
“We/Us/Our”	means Lasmit TLB Ltd, a limited company registered in England under company number 08391399, whose registered address is Holly Blue, Leamington Road, Southam, Warwickshire, CV47 9PL, UK

2. Information About Us

1. Our Mobile App is owned and operated by Lasmit TLB Ltd, a limited company registered in England under company number 08391399, whose registered address is Holly Blue, Leamington Road, Southam, Warwickshire, CV47 9PL, UK

3. Access and Changes to Our Mobile App

1. Access to the ‘Premium Club’ features of Our Mobile App requires a Subscription. Upon purchasing a Subscription, Our Mobile App will be available to you for the duration of that Subscription and any and all

subsequent renewals.

2. We may from time to time make changes to Our Mobile App:
 1. Minor changes may be required to make underlying technical alterations, for example, to fix an error, however they will be unlikely to materially affect your use of Our Mobile App;
 2. Minor changes may be made to reflect changes in the law or other regulatory requirements. However they will be unlikely to materially affect your use of Our Mobile App; and
 3. As detailed in the App Store description, We will continue to develop and improve Our Mobile App over time, in some cases making significant changes to it. You will be kept fully informed of any and all such changes.

4. **Subscriptions, Pricing and Availability**

1. We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, Our Mobile App) correspond to the actual services that will be provided to you.
2. Please note that sub-Clause 4.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations in Our services, not to different services altogether.
3. You may choose to pay annually or monthly. Both offer the same level of service, but you may receive a discount for paying annually. Please ensure that you select the appropriate Subscription when prompted.
4. All pricing information is correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes will not affect Subscriptions that have already been purchased, but may affect renewals of Subscriptions.

5. **Subscriptions – How Contracts Are Formed**

1. You will be guided through the Subscription process when you make a purchase. Before confirming a purchase, you will be given the opportunity to review your chosen Subscription and amend any errors in your Order. Please ensure that you check carefully before confirming your purchase.
2. No part of Our Mobile App, website or any other material constitutes a contractual offer capable of acceptance. By purchasing a Subscription, you are making Us a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding contract between Us and you (“the Contract”).
3. Subscription Confirmations contain the following information:
 1. Confirmation of your chosen Subscription including full details of the main characteristics and features of Our Mobile App available as part of that Subscription;
 2. Fully itemised pricing, including, where appropriate, taxes and other additional charges;
 3. Details of the duration of your Subscription including the start date and the end and/or renewal date;
4. Subject to the cancellation provisions in Clause 8, once you have confirmed your Subscription purchase, your Subscription cannot be changed until the end or renewal date of that Subscription.

5. By purchasing a Subscription, you are expressly requesting that you wish access to Our Mobile App to be made available to you immediately (and will be required to acknowledge this). If you are a consumer, this will result in your right to cancel during the “cooling-off” period being lost. Please be aware that We do not offer any Subscriptions that do not begin immediately. For more details of cancellation, please refer to Clause 8.

6. **Payment**

1. Payment for Subscriptions will be due at the time of purchase. Your chosen payment method will be billed immediately upon confirmation of your Subscription.
2. We accept the following methods of payment:
 1. Subscription with Apple’s iTunes

7. **Cancellation**

1. Consumers (but not business customers) in the European Union have a legal right to a “cooling-off” period within which distance sales contracts (including those formed online) can be cancelled for any reason. This period, if applicable, begins once a contract is formed and ends at the end of 14 calendar days after that date.
2. Please note that, as explained in sub-Clause 6.7, because access to Our Mobile App is made available immediately upon the purchase of a Subscription, the 14-day cooling-off period does not apply.
3. You may cancel at any time in the following limited circumstances and you may be entitled to a full or partial refund for services or digital content not provided:
 1. We have incorrectly described Our Mobile App or it is faulty (please refer to Clause 16 for more details); or
 2. We have informed you of an upcoming change to Our Mobile App or to these Terms and Conditions that you do not agree to; or
 3. We have informed you of an error in the price or description of your Subscription or Our Mobile App and you do not wish to continue; or
 4. There is a risk that the availability of Our Mobile App may be significantly delayed due to events outside of Our control; or
 5. We have breached these Terms and Conditions or have in any way failed to comply with Our legal obligations to you.
4. Auto-renewing Subscriptions can be cancelled at any time, however, no refunds can be provided and you will continue to have access to Our Premium Club Features for the duration of the remainder of the Subscription period you are currently in. Cancelling an auto-renewing Subscription only prevents it from being auto-renewed.
5. To cancel a Subscription for any reason, please inform us using one of the following methods:
 1. Use this link: <https://buy.itunes.apple.com/WebObjects/MZFinance.woa/wa/DirectAction/manageSubscriptions>
 2. Contact Apple Support
6. Any and all refunds due to you will be made no later than 14 calendar days after the date on which We acknowledge your cancellation. Refunds will be

made to your original payment method.

8. **Our Intellectual Property Rights and Licence**

1. We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Mobile App to check the time around the world for personal (including research and private study) and business purposes, subject to these Terms and Conditions.

All other Content included in Our Mobile App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

2. By accepting these Terms and Conditions, you hereby undertake:
 1. Not to copy, download or otherwise attempt to acquire any part of Our Mobile App;
 2. Not to disassemble, decompile or otherwise reverse engineer Our Mobile App;
 3. Not to allow or facilitate any use of Our Mobile App that would constitute a breach of these Terms and Conditions; and
 4. Not to embed or otherwise distribute Our Mobile App on any website, ftp server or similar.

9. **Links to Our Mobile App**

1. You may link to Our Mobile App is hosted provided that:
 1. You do so in a fair and legal manner;
 2. You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 3. You do not use any of Our logos or trade marks (or any others displayed on Our Mobile App) without Our express written permission; and
 4. You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
2. You may not link to Our Mobile App from any other website the content of which contains material that:
 1. Is sexually explicit;
 2. Is obscene, deliberately offensive, hateful or otherwise inflammatory;
 3. Promotes violence;
 4. Promotes or assists in any form of unlawful activity;
 5. Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 6. Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 7. Is calculated or is otherwise likely to deceive another person;

8. Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;
9. Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions)
10. Implies any form of affiliation with Us where none exists;
11. Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or
12. Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

10. **Links to Other Content**

We may provide links to other content such as websites, Mobile Apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

11. **Acceptable Usage Policy**

1. You may only use Our Mobile App in a manner that is lawful and that complies with the provisions of this Clause 14. Specifically:
 1. You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
 2. You must not use Our Mobile App in any way, or for any purpose, that is unlawful or fraudulent;
 3. You must not use Our Mobile App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
 4. You must not use Our Mobile App in any way, or for any purpose, that is intended to harm any person or persons in any way.
2. We reserve the right to suspend or terminate your Account and/or your access to Our Mobile App if you materially breach the provisions of this Clause 14 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
 1. Suspend, whether temporarily or permanently, your Account and/or your right to access Our Mobile App (for more details regarding such cancellation, please refer to sub-Clause 8.9);
 2. Issue you with a written warning;
 3. Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 4. Take further legal action against you as appropriate;
 5. Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or

6. Any other actions which We deem reasonably appropriate (and lawful).
3. We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

12. Advertising

1. We may feature advertising within Our Mobile App, although this will not be shown to subscribers
2. You agree that you will not attempt to remove or hide any advertising using any method.
3. We are not responsible for the content of any advertising in Our Mobile App. Google is responsible for the content of advertising material. We will not be responsible for any advertising in Our Web Mobile including, but not limited to, any errors, inaccuracies, or omissions.

13. Problems with Our Mobile App and Consumers' Legal Rights

1. If you have any questions or complaints regarding Our Mobile App, please contact us from within the app. Alternatively you can email Us at help@lewismakesapps.com or by using any of the methods provided on Our contact page at <https://lewismakesapps.com/contact/>
2. If you are a consumer, you have certain legal rights under the Consumer Rights Act 2015 that may apply to Our Mobile App:
 1. Any digital content provided by Us must be as described, fit for purpose, and of satisfactory quality. If digital content is faulty, you may be entitled to a repair or replacement. If a fault cannot be remedied, or has not been remedied within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
 2. Any services provided by Us must be provided with reasonable care and skill and in compliance with information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise fix the problem or, if We cannot provide such a remedy, a full or partial refund.
 3. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

14. Disclaimers

1. No part of Our Mobile App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to telling the time around the world.
2. Subject to your legal rights if you are a consumer (as summarised above in Clause 16), insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Mobile App will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
3. We make reasonable efforts to ensure that the content contained within Our

Mobile App is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Mobile App (and the content therein) is complete, accurate or up-to-date.

15. **Our Liability**

1. If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and Us when the Contract between us was formed.
2. If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Mobile App or the use of or reliance upon any Content included in Our Mobile App.
3. To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.
4. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Mobile App or any Content included in Our Mobile App.
5. If you are a business, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
6. We exercise all reasonable skill and care to ensure that Our Mobile App is free from viruses and other malware. Subject to sub-Clause 16.2.1, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Mobile App (including the downloading of any Content from it) or any other website or service that We may provide a link to.
7. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Mobile App resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
8. Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

16. **Viruses, Malware and Security**

1. We exercise all reasonable skill and care to ensure that Our Mobile App is secure and free from viruses and other malware. We do not, however, guarantee that Our Mobile App is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 18.6.
2. You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.

3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Mobile App.
4. You must not attempt to gain unauthorised access to any part of Our Mobile App, the server on which Our Mobile App is stored, or any other server, computer, or database connected to Our Mobile App.
5. You must not attach Our Mobile App by means of a denial of service attack, a distributed denial of service attack, or by any other means.
6. By breaching the provisions of sub-Clauses 19.3 to 19.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Mobile App will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

17. **Privacy and Cookies**

The Use of Our Mobile App is also governed by Our Privacy Policy, available from <https://lewismakesapps.com/privacy/wtw/en/>. This policy is incorporated into these Terms and Conditions by this reference.

18. **Data Protection**

1. All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.
2. We may use your personal information to:
 1. Reply to any communications that you send to Us;
 2. Send you important notices, as detailed in Clause 22;
3. We will not pass your personal information on to any third parties.

19. **Communications from Us**

1. If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Our Mobile App, and changes to your Account.
2. We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link.
3. For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at help@lewismakesapps.com.

20. **Other Important Terms**

1. We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be

informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
3. The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

21. **Changes to these Terms and Conditions**

1. We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Mobile App after the changes have been implemented. You are therefore advised to check this page from time to time.
2. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

22. **Contacting Us**

To contact Us, please email Us at help@lewismakesapps.com or by using the contact button in the app.

23. **Law and Jurisdiction**

1. These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
2. If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.
3. If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.