

Terms of Use

Please read the following important terms and conditions before you Download any digital content from us.

Summary of some of your key rights:

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality.

—if your digital content is faulty, you're entitled to a repair or a replacement;

—if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

This is a summary of some of your key rights. For detailed information from Citizens Advice, please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

Important information on downloading.

When you Download your digital content it will download automatically onto your computer or device. Please check the file size of your digital content carefully as using too much data might mean that you exceed your data limit [on your mobile phone] and you could face paying more than you were expecting[, particularly if you are using your mobile phone abroad].

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means [insert full legal name of the seller]; and
- 'You' or 'your' means the person buying digital content from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- email contactus@theshootapp.com with business hours being between 9:30am and 5.00pm Monday-Friday

[Do you need extra help?]

[If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.]

*Who are **we**?*

We are registered in England and Wales under company number: 11619853

Our registered office is at: The Clink, 3 Church St, Odiham, Hook RG29 1LU

Our VAT number is: 948982452

The details of this contract will not be filed with any relevant authority by us.

1. Introduction

- 1.1. If you Download digital content from us you agree to be legally bound by this contract.
- 1.2. You may only use digital content from our site for non-business reasons.
- 1.3. This contract is only available in English. No other languages will apply to this contract.

2. Information we give you

- 2.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - 2.1.1. click on the 'Terms and Conditions' button;
 - 2.1.2. read the acknowledgement email (see clause **Error! Reference source not found.**);
or
 - 2.1.3. contact us using the contact details at the top of this page.
- 2.2. The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3. Your privacy and personal information

- 3.1. Our Privacy Policy is available at www.theshootapp.com
- 3.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4. Permission to use the digital content

- 4.1. When you Download the digital content and download it (see clause **Error! Reference source not found.**), you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.
- 4.2. The digital content:
 - 4.2.1. is personal to you. You can use it wherever you want in the world but only if you comply with local laws;
 - 4.2.2. is non-exclusive to you. We may supply the same or similar digital content to other users;
 - 4.2.3. may not be:
 - 4.2.3.1. copied by you except for a reasonable number of necessary back-ups;
 - 4.2.3.2. changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);

- 4.3. combined or merged with, or used in, any other computer program;
 - 4.3.1.1. distributed or sold by you to any third party;
 - 4.2.3.4 Shared on social media for malicious purposes which is determined by us at theshootapp
 - 4.3.2. includes a guide on how to use it. Please read this carefully. This guide is set out at www.theshootapp.com/faq
 - 4.3.3. [includes **OR** does not include]:
 - 4.3.3.1. [updates;]
 - 4.3.3.2. [upgrades;]
 - 4.3.3.3. [new releases;]
 - 4.3.3.4. [new versions;] and
 - 4.3.4. contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 4.4. Except where you have permission to use the digital content under this clause 4, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

5. Download

- 5.1. Once you have clicked on the Download button and received the Confirmation Email the digital content will download automatically.
- 5.2. If something happens which:
 - 5.2.1. is outside of our control; and
 - 5.2.2. affects you being able to download the digital content,we will let you have a revised time for when you can expect to be able to download the digital content. If your computer or device blocks the automatic download of the digital content or the automatic download does not start, you may still have the right to cancel the contract. For more details, visit our webpage

6. Payment

- 6.1. The app is free of charge.
- 6.2. We will do all that we reasonably can to ensure that all of the information you give us when Downloading for the digital content is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 6.3. The price of the digital content:
 - 6.3.1. is in pounds sterling £0 GBP
 - 6.3.2. includes VAT at the applicable rate; and

7. Nature of the digital content

- 7.1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:
 - 7.1.1. is of satisfactory quality;
 - 7.1.2. is fit for purpose; and
 - 7.1.3. matches its description.
- 7.2. We must provide you with digital content that complies with your legal rights.
- 7.3. When we supply the digital content:
 - 7.3.1. we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;
 - 7.3.2. we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and
 - 7.3.3. you acknowledge that there may be minor errors or bugs in it.

8. Faulty digital content

- 8.1. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - 8.1.1. visit our webpage: www.theshootapp.com
 - 8.1.2. contact us using the contact details at the top of this page; or
 - 8.1.3. visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- 8.2. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 8.3. Please contact us using the contact details at the top of this page, if you want:
 - 8.3.1. us to repair the digital content;
 - 8.3.2. us to replace the digital content;
 - 8.3.3. a price reduction; or
 - 8.3.4. to reject the digital content and get a refund.
- 8.4. To avoid faults in the digital content happening, you must:
 - 8.4.1. install any fixes[, updates][, upgrades][, new releases] [and] [new versions] as soon as reasonably possible after we tell you that they are available to be downloaded;
 - 8.4.2. use it only on the recommended third party software and equipment set out in the guide to its use or on our website; and
 - 8.4.3. [insert any further obligations].

9. End of the contract

- 9.1. If this contract is ended it will not affect our right to receive any money which you may owe to us under this contract.

10. Limit on our responsibility to you

10.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

10.1.1. losses that:

10.1.1.1. were not foreseeable to you and us when the contract was formed; or

10.1.1.2. that were not caused by any breach on our part;

10.1.2. business losses; and

10.1.3. losses to non-consumers.

11. Disputes

11.1. We will try to resolve any disputes with you quickly and efficiently.

11.2. If you are unhappy with:

11.2.1. the digital content;

11.2.2. our service to you; or

11.2.3. any other matter,

please contact us as soon as possible.

11.3. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

11.3.1. let you know that we cannot settle the dispute with you; and

11.3.2. give you certain information required by law about our alternative dispute resolution provider [which is run by [insert name and website address]]. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: [insert website address, ie <https://webgate.ec.europa.eu/odr>].

11.4. If you want to take court proceedings, the relevant courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

11.5. The laws of [England and Wales] will apply to this contract.

12. Third party rights

12.1. No one other than a party to this contract has any right to enforce any term of this contract.