

Terms and Conditions

Last updated: May 11, 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the

Sharpling RPD Design Protocol mobile application (the "Service") operated by Sharpling RPD Design Protocol ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these

Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to

the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any

and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content

subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate

the privacy rights,
publicity rights,
copyrights, contract
rights or any other rights
of any person.

Accounts

When you create an
account with us, you
must provide us
information that is

accurate, complete, and current at all times.

Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service

and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any

breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you

without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

Intellectual

Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Sharpling RPD Design Protocol and its licensors. The

Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Sharpling RPD Design Protocol.

When you upload content, you give to Sharpling RPD Design Protocol a worldwide, non-exclusive, royalty-free, transferable licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the

provision of the Service and otherwise in connection with the provision of the Service and Sharpling RPD Design Protocol business.

Links To Other Web Sites

Our Service may

contain links to third-party web sites or services that are not owned or controlled by Sharpling RPD Design Protocol.

Sharpling RPD Design Protocol has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third

party web sites or services. You further acknowledge and agree that Sharpling RPD Design Protocol 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
web sites or services.

We strongly advise you
to read the terms and
conditions and privacy
policies of any third-
party web sites or
services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate

your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and

limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Sharpling RPD Design Protocol and its licensee and licensors, and their employees, contractors, agents, officers and

directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and

password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation Of Liability

In no event shall Sharpling RPD Design Protocol, nor its directors, employees,

partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use

the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other

legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service

is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or

course of performance.

Sharpling RPD Design Protocol its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service

is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Without limiting the generality of the foregoing and

notwithstanding any other provision of these terms, under no circumstances will Sharpling RPD Design Protocol ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or

relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or

otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by Sharpling RPD Design

Protocol or any person for whom Sharpling RPD Design Protocol is responsible, and even if Sharpling RPD Design Protocol has been advised of the possibility of such loss or damage being incurred.

Governing Law

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any

provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might

have between us
regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice

prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not

agree to the new terms,
you must stop using the
service.

Privacy Policy and Cookie Policy

Please refer to our
Privacy Policy and
Cookies Policy. You

agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the Service.

Contact Us

If you have any questions about these Terms, please contact

US.