

FIGURES OF BLACK BRITISH SOCIETY APP TERMS

We are Figures of Black British Society, a trading name of Junction 5 Studios Limited of 63/66 Hatton Garden, Fifth Floor Suite 23, London, England, EC1N 8LE, the creators of the FOBBS application (referred to below as the ‘app’).

You must be 18 or over to accept these terms.

If you are using this App or related service on behalf of your school then “you” means that entity, and you are binding that entity to this Agreement. You represent that you have the legal power and authority to enter into this Agreement on behalf of your school.

1 This agreement

1.1 We license you to download and use the app provided you follow all of the rules described in this agreement. The licence:

1.1.1 is only for you personally (and anyone else that the app store lets you share the app with) and for non-business use;

1.1.2 starts when you download the app; and

1.1.3 covers content, materials, or services accessible from, or bought in, the app including all of our support resources. It also covers updates to the app unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms.

1.2 In this agreement, we refer to the site that you download the app from as the ‘app store’ and we refer to their rules and policies as the ‘app store rules’. You must comply with the app store rules as well as this agreement but, if there is any conflict between them, you should follow the app store rules rather than the equivalent rule here.

1.3 You do not own the app or any of its contents, but you may use it on devices

that you own or control, as permitted by the app store rules.

1.4 If you sell or give away the device on which you have downloaded the app, you must first remove the app from the device.

1.5 You are not allowed to:

1.5.1 modify the app’s code in any way, including inserting new code, either directly or through the use of another app or piece of software;

1.5.2 deliberately attempt to avoid or manipulate any security features included in the app; or

1.5.3 pretend that the app is your own or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).

2 Technical requirements

To use the app your device needs to comply with the following minimum requirements:

Device compatibility	Android, iOS
Operating system	Minimum operating systems: iOS 6.0 Android 8.0
Space	250MB
Other	Internet access

3 Support and contact

3.1 If you need to get in touch with us, you can use any of the following methods:

Our support pages	https://www.fobbs.uk/support
Email	hello@fobbs.uk
Post	63/66 Hatton Garden, Fifth Floor Suite 23, London, England, EC1N 8LE

3.2 If we need to get in touch with you, we will do so by email or an in-app notification.

4 Privacy and your personal information

Protecting your personal information is important to us.

Our Privacy Policy available at <https://www.fobbs.uk/fobbs-privacy-policy.pdf> explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

5 Collection of technical information

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the app. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

6 Acceptable use

6.1 You must not use the app to do any of the following things:

- 6.1.1 break the law or encourage any unlawful activity;
- 6.1.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;

6.1.3 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);

6.1.4 transmit any harmful software code such as viruses;

6.1.5 try to gain unauthorised access to computers, data, systems, accounts or networks; or

6.1.6 deliberately disrupt the operation of anyone's website, app, server or business.

7 Updates to the app

7.1 We may update the app from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that we will ensure that the app still meets the description of it that was provided to you at the time you downloaded the app.

7.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.

7.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the app may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the app updated to the latest version that we make available.

8 Changes to this agreement

8.1 We may need to revise this agreement from time to time to reflect changes in the app's functionality, to deal with a security threat or if there is a change in the law or guidance.

8.2 You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the app and can apply to the app store for a refund (if applicable).

- 9 External services**
- 9.1 The app may enable you to access services and websites that we do not own or operate (referred to below as ‘external services’).
- 9.2 We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.
- 9.3 You must not use external services in any way that:
- 9.3.1 is inconsistent with these terms or with the terms of the external service; or
- 9.3.2 infringes our intellectual property rights, or the intellectual property rights of any third party.
- 9.4 From time to time, we may change or remove the external services that are made available through the app.

10 Our responsibility to you

- 10.1 If we breach this contract or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By ‘foreseeable’ we mean that, at the time this contract was made, either it was clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 10.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 10.3 If the app damages your device or any software installed on it as a result of our failure to use reasonable care and skill, please let us know. If we can, we will repair the damage. If that is not possible, we will compensate you. We may ask you for information (including photographs) about what has happened so that we can understand the nature of the problem.

- 10.4 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

11 Failures of networks or hardware

The app relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the app due to a poor internet connection, faulty components in your device (such as a faulty camera), app store failure or anything else that it would not be reasonable to expect us to control.

12 Ending this agreement

- 12.1 We can end this agreement if you do not comply with any part of it.
- 12.2 We will give you a reasonable amount of notice before the agreement ends but if what you have done is serious then we may end this agreement immediately and without advance notice to you. ‘Serious’ means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the app or doing anything else that we think presents a big enough risk to justify us ending the agreement quickly.
- 12.3 The consequences of the agreement ending are as follows:
- 12.3.1 you are no longer allowed to use the app and we may remotely limit your access to it;
- 12.3.2 you must delete it from any devices that it has been installed on;
- 12.3.3 we may delete or suspend access to any accounts that you hold with us; and

12.3.4 you are not entitled to a refund if payment has been made.

13 Third parties

No one other than us or you has any right to enforce any term of this agreement.

14 Transferring this agreement

14.1 We may transfer our rights under this agreement to another business without your consent, but we will notify you of the transfer and make sure that you are not adversely affected as a result.

14.2 You are not allowed to transfer your rights under this agreement to anyone without our prior written consent.

15 Governing law and jurisdiction

15.1 The laws of England apply to this agreement, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of the country in which you live.

15.2 Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of another part of the UK in which you live.