



Terms and Conditions

Last updated: August 23, 2026

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Application means the software program provided by the Company downloaded by You on any electronic device, named Pocket Museum

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Service or parts of our Service.

Country refers to: England

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Cloud and Culture Ltd, 7 Bell Yard, London, England, WC2A 2JR.

Content refers to content such as text, images, audio, video, 3D models, links and other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Free Trial refers to a limited period of time that may be free when purchasing a Subscription.

In-app Purchase refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.

Promotions refer to contests, sweepstakes or other promotions offered through the Service.

Contributor means a curator, institution or individual commissioned by Us to create content for the Service. Contributors contract with Us under Our Contributor Terms & Conditions and a Commissioning Form; these Terms govern Your use of the Service as a visitor.

Service refers to the Application or the Website or both.

Subscriptions refer to the services or access to the Service offered on a subscription basis by the Company to You.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to Cloud and Culture and Pocket Museum accessible from <https://cloudandculture.co> and <https://pocket.museum> respectively

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions 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 and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Minimum age. You must be at least 13 years old to create an Account. Anyone may browse published museums without an Account.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Subscriptions

When these apply. The Service is currently provided free of charge. This Subscriptions section and the In-app Purchases, Free Trial and Promotions sections below take effect when We introduce a paid plan, and We will give You reasonable notice before that happens. Until then no part of the Service requires payment, and We will not ask You for billing information. When paid plans do launch, purchases made in the iOS and Android apps will be handled by the Application Store, and purchases made on the Website will be taken by Us directly through a payment provider.

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

If the Subscription has been made through an In-app Purchase, You can cancel the renewal of Your Subscription with the Application Store.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip or postal code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain

deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

If the Subscription has been made through an In-app Purchase, all billing is handled by the Application Store and is governed by the Application Store's own terms and conditions.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

If the Subscription has been made through an In-app purchase, the Application Store's refund policy will apply. If You wish to request a refund, You may do so by contacting the Application Store directly.

Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free Trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free Trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free Trial has expired. On the last day of the Free Trial period, unless You canceled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

In-app Purchases

The Application may include In-app Purchases that allow you to buy products, services or Subscriptions.

More information about how you may be able to manage In-app Purchases using your Device may be set out in the Application Store's own terms and conditions or in your Device's Help settings.

In-app Purchases can only be consumed within the Application. If you make an In-app Purchase, that In-app Purchase cannot be cancelled after you have initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified to the fault by You, investigate the reason for the fault. We will act reasonably in deciding whether to provide You with a replacement In-app Purchase or issue You with a patch to repair the fault. In no event will We charge You to replace or repair the In-app Purchase. In the unlikely event that we are unable to replace or repair the relevant In-app Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to You, We will authorize the Application Store to refund You an amount up to the cost of the relevant In-app Purchase. Alternatively, if You wish to request a refund, You may do so by contacting the Application Store directly.

You acknowledge and agree that all billing and transaction processes are handled by the Application Store from where you downloaded the Application and are governed by that Application Store's own terms and conditions.

If you have any payment related issues with In-app Purchases, then you need to contact the Application Store directly.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User 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 Social Media 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 trademark 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.

Museums and Their Contributors

(a) **Who makes the museums.** The museums, exhibitions and exhibits You view are created by Us and by the curators and institutions We commission (**Contributors**). **Every museum is reviewed by Us before it is published**, and We remain responsible for the Content available on the Service.

(b) **We do the moderating.** All comments on the Service are moderated by Us, not by Contributors. A Contributor cannot hide, edit or remove Your comment, and cannot see who has reported whom. If a Contributor believes a comment breaches these Terms it reports it to Us like anyone else, and We decide. How We Moderate Content sets out how those decisions are made and how You challenge one.

(c) **Museums can change or be withdrawn.** We and a Contributor may revise a museum, and We may unpublish or remove one at any time. If that happens, comments You left on it may stop being visible, and links You have saved or shared may stop working. We do not guarantee that any particular museum stays available.

(d) **If You are a Contributor.** These Terms cover use of the Service as a visitor. Creating content for the Service is governed by Our Contributor Terms & Conditions and the applicable Commissioning Form, which prevail over these Terms to the extent of any conflict.

Content

Your Right to Post Content

Our Service allows You to post 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.

AI-Generated Content

Some of what You see and hear on the Service is generated by artificial intelligence. In particular, spoken-word narration is often synthesised from written text, either a Contributor's or Our own, using a third-party text-to-speech model (currently provided by Google) rather than recorded by a person.

(a) Synthesised narration is **not a recording of a real person's voice** unless the museum says otherwise, and a synthetic voice does not indicate that any named individual spoke those words;

(b) generative models can produce output that is inaccurate, mispronounced or misleading. We give no warranty as to the accuracy of generated narration, and it should not be relied on as a record of fact;

(c) narration text forms part of the museum and is reviewed by Us before publication like any other Content, but review does not make generated speech accurate. See Museums and Their Contributors;

(d) You must not extract, redistribute or reuse generated narration outside the Service except as these Terms allow, and You must not use it to imitate a real person.

Content Restrictions

There is no tolerance for objectionable Content or abusive users on the Service.

By using the Service You agree not to post objectionable Content, as described below, and not to harass, bully, threaten, impersonate or abuse anyone else using the Service.

We provide controls in the Application to flag Content, to report a user, and to block a user. We review every report We receive. **Where We uphold a report We remove the objectionable Content and eject the user who posted it.** We may suspend or terminate the Account of any user who posts objectionable Content or abuses others. Blocking a user takes effect immediately and stops You seeing their Content, whatever the outcome of any report.

We are responsible for the Content available on the Service. Museums are reviewed by Us before publication and all comments are moderated by Us. That does not displace Your own responsibility: You are responsible for the Content You

post and for activity under Your Account, and You give Us the warranties set out in Your Right to Post Content.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, or bulk Content generated by a machine or at random, constituting unauthorised or unsolicited advertising, chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

We determine whether Content is appropriate and complies with these Terms, and **We remove Content that does not.** We may make formatting edits and change the manner of any Content, and We may limit or revoke Your use of the Service if You post objectionable Content. Moderation is not instantaneous and no review process catches everything, so Content that breaches these Terms may be visible for a period before We act on it. If You see something that should not be there, please tell Us using the controls described in How We Moderate Content.

How We Moderate Content

What We check, and how. Content You post to the Service, meaning comments and replies, is reviewed against these Terms and Our Community Standards. That review uses **both automated tools and human review.** Our automated tools score Content for indicators of illegal, abusive or otherwise objectionable material, and Content may be held as pending, approved, rejected or flagged for review as a result. A

museum submitted for publication may be marked pending review or returned for revisions before it can be published. Where Our automated tools judge a comment to breach these Terms, for example because it is abusive or gratuitously profane, **that comment ceases to be shown to other users immediately, before a member of Our staff has reviewed it.** Where those tools are uncertain, the comment is instead held for a member of Our staff to decide. **We do not restrict or suspend an Account by automated means,** and You may always see Your own Content together with the decision We reached on it. A member of Our staff reviews the decisions Our automated tools have taken at least once a month, and We correct any We find to be wrong.

Telling Us about Content. Anyone may tell Us about Content they believe is illegal or breaches these Terms. You do not need an Account. Use the Flag as inappropriate or Report this user controls in the Application, or email support@cloudandculture.co. So that We can act, please include: (a) an explanation of why You believe the Content is illegal or breaches these Terms; (b) the exact location of the Content, including a URL where one exists; (c) Your name and email address, except where Your report concerns child sexual abuse material; and (d) a statement that You believe in good faith that the information in Your report is accurate and complete.

We will confirm receipt without undue delay, tell You Our decision and how to challenge it, and tell You if automated means were used in reaching it. We handle reports in a timely, diligent, non-arbitrary and objective way.

Telling You why. If We remove Your Content, reduce its visibility, refuse to publish it, suspend or terminate Your Account, or otherwise restrict Your use of the Service, We will tell You. Our notice will set out: what We have done and for how long; the facts and circumstances We relied on, and whether We acted on another person's report or on Our own detection; whether automated means were used to detect the Content or to reach the decision; the term of these Terms or the law We relied on, and why We consider the Content breaches it; and how to challenge the decision. We will not give this notice where doing so would be unlawful.

Challenging a decision. You may challenge any decision described above free of charge, for **six months** from the day We notify You of it, by emailing support@cloudandculture.co with "Appeal" in the subject line. The same applies if You reported Content to Us and We decided not to act. Appeals are decided by a person, not by automated means. Where an appeal shows Our decision was wrong We will reverse it without undue delay, and We will tell You the outcome and Our reasons. Nothing in this section affects Your right to bring a claim in court, or to use an out-of-court dispute settlement body where one is available to You.

Repeated misuse. After warning You, We may suspend for a reasonable period an Account that frequently posts manifestly illegal Content, and We may suspend the

handling of reports or appeals from anyone who frequently submits manifestly unfounded ones.

Content Backups

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at support@cloudandculture.co and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

Reporting Infringement

If You believe Content on the Service infringes Your copyright, trade mark, database right or other intellectual property right, email support@cloudandculture.co with: (a) Your name, postal address and email address; (b) identification of the right You own, and evidence that You own it or are authorised to act for the owner; (c) the exact location of the Content complained of, including a URL where one exists; (d) an explanation of why You believe the use is not authorised by You, Your agent or the law; and (e) a statement that the information in Your notice is accurate.

We will investigate and record Our decision. Where We remove Content following a notice We will make Our reasons available in the Application to the person who posted it, and they may respond to Us at the same address. We may restore the Content if their response shows the removal was wrong. You may be liable for damages, including costs and legal fees, if You misrepresent that Content infringes Your rights.

Where the Digital Millennium Copyright Act applies, the procedure below is also available to You.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at support@cloudandculture.co. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country 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 the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company 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 the Company 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 the 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 these Terms and Conditions.

We will normally give You notice before We suspend or terminate Your Account, together with Our reasons and how to challenge the decision under How We Moderate Content. We may act without notice where the law requires it, or where the breach is serious enough that immediate action is needed to protect other users, for example illegal Content, or a threat to someone's safety.

Upon termination, Your right to use the Service will cease immediately.

Deleting Your Account

You may delete Your Account at any time from Account → Data & Privacy → Delete account in the Application, or by emailing support@cloudandculture.co. Deletion is permanent and cannot be undone.

When You delete Your Account We remove Your profile, Your login credentials and the Content You created, and We disconnect Your name from anything that remains. Some information survives deletion, and only for these reasons:

(a) Content You contributed to a museum published by a Contributor may remain visible to that Contributor in its own moderation records (see Museums and Their Contributors);

(b) comments You posted on other users' Content may remain in place with Your name removed, so that the surrounding conversation is not destroyed;

(c) records We must keep to comply with the law, to resolve disputes, or to enforce these Terms (including moderation and abuse records) are retained for as long as that purpose requires;

(d) routine backups are overwritten on Our normal backup cycle, so Content may remain in backups for up to 30 days after deletion, after which a periodic sweep removes them permanently.

Deleting the Application from Your Device does not delete Your Account. If You are also a Contributor, deleting Your visitor Account does not end Your separate agreement with Us.

Limitation of Liability

Nothing in these Terms excludes or limits Our liability where it would be unlawful to do so. This includes Our liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation, and for breach of the terms implied by sections 34 to 36 of the Consumer Rights Act 2015 (digital content of satisfactory quality, fit for purpose and as described).

If You are a consumer, You have legal rights in relation to digital content that is faulty or not as described. Nothing in these Terms affects those rights. Advice about Your rights is available from Citizens Advice.

Subject to the paragraph above, Our total liability to You arising out of or in connection with these Terms is limited to the greater of the amount You paid Us in the 12 months before the claim and £100. We are not liable for loss that was not foreseeable at the time You accepted these Terms.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which You are resident.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts 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, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: support@cloudandculture.co

Schedule 1: Additional Terms for Applications Obtained from the Apple App Store

This Schedule applies only where You obtained the Application from the Apple App Store, and prevails over the rest of these Terms to the extent of any conflict.

1. Parties. These Terms are concluded between You and Cloud and Culture Ltd only, and not with Apple Inc. ("Apple"). We, not Apple, are solely responsible for the Application and its content.

2. Scope of licence. The licence granted to You for the Application is a non-transferable licence to use the Application on any Apple-branded product that You own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, except that the Application may be accessed by other accounts associated with You via Family Sharing or volume purchasing.

3. Maintenance and support. We are solely responsible for providing any maintenance and support services for the Application. Apple has no obligation whatsoever to furnish any maintenance or support services in relation to the Application.

4. Warranty. In the event of any failure of the Application to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price (if any) of the Application to You. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Application. Any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to any warranty are Our sole responsibility.

5. Product claims. We, not Apple, are responsible for addressing any claims by You or any third party relating to the Application or Your possession and use of it, including product liability claims, any claim that the Application fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection, privacy or similar legislation.

6. Intellectual property claims. In the event of any third-party claim that the Application or Your possession and use of the Application infringes that third party's intellectual property rights, We, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of that claim.

7. Legal compliance. You represent and warrant that You are not located in a country that is subject to a US Government embargo or designated by the US Government as a "terrorist supporting" country, and that You are not listed on any US Government list of prohibited or restricted parties.

8. Contact. Any questions, complaints or claims about the Application should be sent to support@cloudandculture.co.

9. Third-party beneficiary. You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon Your acceptance Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary.

10. Third-party terms. You must comply with any applicable third-party terms of agreement when using the Application.