



End User Licence Agreement

PLEASE READ THESE END USER LICENCE TERMS ("EULA") CAREFULLY

IMPORTANT NOTICE:

- BY DOWNLOADING THE APP YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE APP TO YOU AND YOUR RIGHTS TO ACCESS THE APP WILL IMMEDIATELY TERMINATE.
- YOU MUST BE 18 OR OVER TO ACCEPT THESE TERMS AND DOWNLOAD THE APP. IF YOU ARE UNDER 18, PLEASE ASK YOUR PARENT / GUARDIAN TO DOWNLOAD THE APP ON YOUR BEHALF (AND IN SUCH CIRCUMSTANCES, THE PARENT / GUARDIAN WILL ENTER INTO THESE TERMS DIRECTLY AND ON YOUR BEHALF).

We recommend that you print a copy of this EULA for future reference.

1. WHO WE ARE AND WHAT THIS AGREEMENT DOES

- 1.1. We are **SNAPFETTI LIMITED**, a private limited company incorporated and registered in England and Wales with the company number 15336776 whose registered office is at 11a Wroxham Road, Norwich, Norfolk, United Kingdom, NR7 8TN ("**Snapfetti**", "**us**" or "**we**") license you to use:
- 1.1.1. The Snapfetti App mobile application software ("**App**") and any updates or supplements to the App. The App provides a wedding photo sharing platform and management platform and enables the couple getting married ("**Event Hosts**") and their guests ("**Guests**") and suppliers (e.g. officiants, venues, florists, transportation etc) ("**Suppliers**") to upload and view photos and information ("**Content**") about the wedding day ("**Event**");
 - 1.1.2. The related online guides and documentation at www.snapfetti.com ("**Documentation**"); and
 - 1.1.3. The features available via the App and the data and information that we provide to you through it ("**Services**"), as permitted in this EULA.

2. YOUR RIGHTS TO USE THE APP

- 2.1. **Event Hosts** must purchase a subscription plan within the App ("**Subscription**") in order to set-up an Event in accordance with the following terms:
- 2.1.1. The applicable fees for the relevant Subscription will be payable by you immediately upon you ordering the Subscription;
 - 2.1.2. Event Hosts have the ability to add Guests and Suppliers to the Event and they will be sent an email link to create an account in the App. Each Guest or Supplier will then be able to create a password and log into the App;
 - 2.1.3. Event Hosts will be the administrators for the Event and will have approval rights for each image uploaded and moderation rights for any images that are flagged by other users for review; and
 - 2.1.4. Event Hosts will receive one year of hosting for the Event within the App from the date that the applicable order is placed ("**Hosting Period**").
- 2.2. **Guests** may use the main features of the App on a free of charge basis.
- 2.3. **Suppliers** must purchase a monthly subscription plan within the App ("**Supplier Subscription**"), which (subject to the terms of this EULA) will automatically renew at the end of each contract month on a successive basis unless and until the Supplier provides Snapfetti with notice of termination in accordance with clause 3.3. A Supplier Subscription will provide the Supplier with visibility of multiple Events for different customers that they work with.

3. CANCELLATION RIGHTS

- 3.1. **Event Hosts** hereby authorise us to provide you with the App Services immediately when you purchase a Subscription (without waiting for the 14 day 'cooling off' period to expire under the Consumer Contracts Regulations 2013 ("**CCR**")). Notwithstanding, under the CCR you can terminate your App Subscription immediately at any time during the 14 day cooling off period by contacting us in accordance with clause 8.3 or posting a notice of cancellation to our address detailed in clause 1.1 (in the form specified in part B of Schedule 3 of the CCR or any other clear statement setting out the decision to cancel the App subscription). We will promptly refund you for a pro-rata portion of the App for period that you have paid for App, but not received the App Services. You can cancel your Subscription within the App at any time after the initial 14 day period, but no refunds will be provided and you will no longer be able to access your account within the App. The Subscription will automatically expire at the end of the Hosting Period.
- 3.2. **Guests** can cancel their account within the App at any time.
- 3.3. **Suppliers** cancel their Supplier Subscription upon providing us with at least 30 days advance written notice at any time. At the end of this notice period you will no longer be able to access your account within the App.
- 3.4. Once you have cancelled your account within the App, you will no longer be able to access the App, the Services or any Content contained within the App, so please ensure that you have downloaded and/or backed-up any Content that you wish to retain before your account is cancelled.

4. SUBSCRIPTION FEES

- 4.1. All fees for the applicable Subscription and/or Supplier Subscription must be paid to Snapfetti in pounds sterling (GBP) and are non-cancellable and non-refundable (unless stated otherwise in clause 3).
- 4.2. You may be required to pay additional fees for in-App content and/or for products ordered through the App from time to time (e.g. photograph prints).

- 4.3. All fees are exclusive of VAT, which shall be payable in addition to the fees (where applicable).
- 4.4. If you do not pay any fees by the relevant due date, we reserve the right to suspend the App features and/or your use of the App and charge you for interest at 4% above the Bank of England base rate on any outstanding sums until payment is made.
- 4.5. We always try and ensure that the prices shown in the App are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the App fees that you have ordered, we will let you know as soon as possible and give you the option of re-confirming your order at the correct price or cancelling it.
- 4.6. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay. If your credit or debit card payment is not processed successfully for any reason, we reserve the right to re-attempt to process payment up to a maximum of four times within a reasonable period.
- 4.7. We automatically take payment for the Supplier Subscription fees each month (in accordance with the applicable subscription selected by you) unless and until it is cancelled by you in accordance with clause 3.3.

5. YOUR PRIVACY

- 5.1. Under data protection legislation, we are required to provide you with certain information, including: who we are; how we process your personal data and for what purposes; and your rights in relation to your personal data and how to exercise them. This information is provided in the Snapfetti Privacy Notice at www.snapfetti.com/privacynotice and it is important that you read this information.
- 5.2. We agree to keep your information (which is reasonably deemed to be confidential) that is disclosed to us (either orally, in writing or via the App) in strict confidence and without limit in time. Such confidential information can be used by us in relation to the provision of the Services and can be provided to our employees, agents and advisors that reasonably need access to it, provided that they are subject to confidentiality obligations. However, we can freely use confidential information if it: is in the public domain (without fault by Snapfetti); is already known to Snapfetti; is disclosed from another non-confidential source; or is required to be disclosed by law (provided that, where permitted by law, Snapfetti notifies you as soon as possible following its receipt of the disclosure request).

6. THIRD PARTY TERMS MAY ALSO APPLY

- 6.1. The ways in which you can use the App and Documentation may also be controlled by the Google Play Store and/or Apple App Store rules and policies at: (i) <https://play.google.com/about/play-terms/index.html>; and (ii) <https://developer.apple.com/support/terms/> and the Google Play Store's and/or Apple App Store's rules and policies will apply instead of this EULA where there are differences between the two.

7. OPERATING SYSTEM REQUIREMENTS

- 7.1. The App has been tested on UK mobile phones only.
- 7.2. The App requires a mobile phone or other handheld device with the minimum requirements, as detailed at (i) <https://apps.apple.com/us/app/snapfetti/id6478379770>; and (ii) <https://play.google.com/store/apps/details?id=com.snapfetti>.

8. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

- 8.1. Availability. We will use commercially reasonable efforts to ensure that the App will be available 24 hours a day, seven days a week, but you acknowledge and agree that the App may be unavailable during any periods of planned or unplanned maintenance. We will use reasonable efforts to publish times of planned system outages in advance.
- 8.2. Support. If you want to learn more about the App or the Services or have any problems using them please take a look at our support resources at www.snapfetti.com. We will do our best to respond to you within a reasonable time period, but we do not provide guaranteed response times.
- 8.3. Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at hello@snapfetti.com or use the contact form at www.snapfetti.com.
- 8.4. How we will communicate with you. If we have to contact you, we will do so by notifications within the App, by email or by post, using the contact details that you have provided to us.

9. HOW YOU MAY USE THE APP

- 9.1. In return for your agreeing to comply with this EULA you may:
 - 9.1.1. download a copy of the App onto your device and view, use and display the App and the Services on such devices for your personal purposes only (or for reasonable business purposes only where you are a Supplier);
 - 9.1.2. use any Documentation to support your permitted use of the App and the Services; and
 - 9.1.3. receive and use any free supplementary software code or update of the App incorporating 'patches' and corrections of errors as we may provide to you.
- 9.2. One of the Snapfetti App features is to allow Event Hosts to appoint Suppliers and Guests and to do this, we will need the name and email address of such persons. You agree that you must not submit any third party's personal data to us unless you have a legitimate reason for doing so in accordance with applicable data protection and privacy laws.
- 9.3. We are giving you personally the right to use the App and the Services as set out above. You must not transfer your account to use the App to any third parties and if you sell any device on which the App is installed, you must firstly remove the App.
- 9.4. If you download or access the App on any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with this EULA, whether or not you own the phone or other device.
- 9.5. You are responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under your account or password. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided.

10. CHANGES TO THIS EULA

- 10.1. We may need to change this EULA to reflect changes in law or best practice or to deal with additional features which we introduce from time to time.
- 10.2. We will give you at least 14 days' notice of any change by notifications within the App, by email or by post, with details of the change or notifying you of a change when you next start the App.
- 10.3. If you do not accept the notified changes you will not be permitted to continue to use the App and the Services and (where you have a Subscription or a Supplier Subscription only) you will receive a pro-rata refund for the period from the effective date of termination to the end of your Hosting Period (for Event Hosts) or the end of your monthly Supplier Subscription period (for Suppliers).

11. UPDATES TO THE APP AND CHANGES TO THE SERVICES

- 11.1. From time to time we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.
- 11.2. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.
- 11.3. The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it. We do not guarantee that older versions of the operating system will be compatible with the App (and in such circumstances you may be eligible for a refund for any Subscription or Supplier Subscription if the App is not operational on your device (at our sole discretion)).

12. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

- 12.1. The App or any Services may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 12.2. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

13. LICENCE RESTRICTIONS

- 13.1. You agree that you will:
 - 13.1.1. except in the course of permitted sharing of Events within the App between Event Hosts, Guests and Suppliers, not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
 - 13.1.2. not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
 - 13.1.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in this EULA;
 - 13.1.4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
 - 13.1.4.1. is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
 - 13.1.4.2. is not used to create any software that is substantially similar in its expression to the App;
 - 13.1.4.3. is kept secure; and
 - 13.1.4.4. is used only for the Permitted Objective; and
 - 13.1.5. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Services.
- 13.2. You must:
 - 13.2.1. not use the App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Services or any operating system;
 - 13.2.2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Services, including by the submission of any material via the App (to the extent that such use is not licensed by this EULA);
 - 13.2.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Services;
 - 13.2.4. not use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - 13.2.5. not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App, the Documentation and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with this EULA.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1. DISCLAIMER. The App is provided on 'as is' basis only and you assume sole responsibility for your use of the App, the Services, the Documentation by you and any actions or omissions taken by you as a result from such use.

15.2. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this EULA, we are responsible for loss or damage you suffer that is a foreseeable result of us breaching the terms of this EULA or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted this EULA, both we and you knew it might happen. Subject to clause 15.3, our maximum total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this EULA will be limited to a sum equal to the greater of: (i) *(where you have a Subscription or Supplier Subscription only)* the fees paid or payable by you in the 12 months prior to the event giving rise to such claim for damages; or (ii) £100.

15.3. We do not exclude or limit our liability to you in any way where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

15.4. When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

15.5. We will not be liable for any loss or corruption of the Content. In the event that any Content that is updated to, or stored in the App, is lost or corrupted for any reason, we will not have any liability to you. We recommend that you maintain local copies and back-ups of all of the Content at all times.

15.6. We are not liable for business losses. The App is primarily for domestic and private use. However, for Suppliers that you use the App for any business purposes, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.7. Limitations to the App and the Services. The App and the Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Services. Although we make reasonable efforts to update the information provided by the App and the Services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

15.8. Exclusion of implied terms. To the extent permitted by law, except as otherwise stated in this EULA, all warranties, conditions and other terms implied by statute or common law are excluded from this EULA.

15.9. Please check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the relevant appstore site and in the Documentation) meet your requirements.

15.10. We are not responsible for events outside our control. If the provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to terminate this EULA and (for App only) receive a pro-rata refund for any period that you have paid for App, but not received the App Services.

16. ENDING YOUR RIGHTS TO USE THE APP AND THE SERVICES

16.1. We may end your rights to use the App and Services at any time by contacting you if you have breached the terms of this EULA in a material way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

16.2. If we end your rights to use the App and Services:

16.2.1. you must stop all activities authorised by this EULA, including your use of the App and any Services; and

16.2.2. you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

16.3. We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

16.4. You may terminate this EULA in accordance with clause 3.

16.5. Any provision of this EULA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this EULA shall remain in full force and effect. Without limitation, this includes the following provisions: clauses 5, 13, 14 and 15.

17. MISCELLANEOUS

- 17.1. Interpretation. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. The terms 'including', 'include', 'in particular' or any similar expression shall be illustrative only and are not intended to limit the sense of the words preceding those terms. Clause headings are for reference purposes only and shall not affect the interpretation of this EULA. A reference to 'writing' or 'written' includes email unless stated otherwise, but not faxes.
- 17.2. We may transfer this agreement to someone else. We may transfer our rights and obligations under this EULA to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.3. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.
- 17.4. No rights for third parties. This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.
- 17.5. If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 17.6. Even if we delay in enforcing this contract, we can still enforce it later. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this EULA, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.7. Which laws apply to this contract and where you may bring legal proceedings. This EULA governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.