



Application Terms and Conditions

This mobile and web application (the “App”) is made available to TestCal by Calltronics Ltd., a company limited by guarantee and registered in England and Wales with number 5181242 and with registered address c/o Harlands, The Greenhouse, Greencroft Industrial Estate, Annfield Plain, Stanley DH9 7XN

You, the user of the App, confirm your acceptance of these App terms of use (“App Terms”). If you do not agree to these App Terms, you must immediately uninstall the App and discontinue its use. These App Terms should be read alongside our [Privacy Policy](#) and [Cookie Policy](#).

1. General Terms

1.1. App and Related Terms

Depending on the version of the Application you have downloaded, these App Terms incorporate Apple’s or Google Android’s terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these App Terms and the Platform Terms, then these App Terms will prevail.

We may from time to time vary these App Terms. Please check these App Terms regularly to ensure you are aware of any variations made by us. If you continue to use this App, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use the App.

1.2. Use of the App or Web application

You must be at least 16 years of age and resident in the UK to use the App.

TestCal hereby grants you a non-exclusive, non-transferable, revocable licence to use the App for your personal, non-commercial use and only on an Apple or Android device (“Device”) or in a web browser as permitted by the applicable Platform Terms and in accordance with these App Terms (“User Licence”). All other rights in the App are reserved by TestCal.

In the event of your breach of these App Terms we will be entitled to terminate the User Licence immediately.

You acknowledge that your agreement with your mobile network provider (“Mobile Provider”) will apply to your use of the App. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the App or any such third-party charges as may arise, and you accept responsibility for such charges. If you are not the bill payer for the Device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

You acknowledge that where you use services provided by Apple or Google (or any other third parties) in connection with your use of the App, you will be subject to Apple’s, Google’s (or the applicable third party’s) terms and conditions and privacy policy and you should ensure that you have read such terms.

1.3. Intellectual Property

The TestCal name and logo, and other TestCal trademarks, service marks, graphics and logos used in connection with the App are trademarks of TestCal. Other trademarks, service marks, graphics and logos used in connection with the App are the trademarks of their respective owners (collectively “Third Party Trademarks”). The TestCal Trademarks and Third-Party Trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of TestCal or the applicable trademark holder. The App and the content featured in the App are protected by copyright, trademark, patent and other intellectual property and proprietary rights which are reserved to TestCal and its licensors.



1.4. Prohibited Uses

You agree not to use the App in any way that:

- a) is unlawful, illegal or unauthorised.
- b) is defamatory of any other person.
- c) is obscene or offensive.
- d) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- e) infringes any copyright, database right or trademark of any other person.
- f) is likely to harass, upset, embarrass, alarm or annoy any other person.
- g) is likely to disrupt our service in any way; or
- h) advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

2. Indemnification

You agree to indemnify TestCal for any breach of these App Terms. TestCal reserves the right to control the defence and settlement of any third-party claim for which you indemnify TestCal under these App Terms and you will assist us in exercising such rights.

2.1. No Promises

TestCal provides the App on an 'as is' and 'as available' basis without any promises or representations, express or implied. In particular, TestCal does not warrant or make any representation regarding the validity, accuracy, reliability or availability of the App or its content.

To the fullest extent permitted by applicable law, TestCal hereby excludes all promises, whether express or implied, including any promises that the App is fit for purpose, of satisfactory quality, non-infringing, is free of defects, is able to operate on an uninterrupted basis, that the use of the App by you is in compliance with laws or that any information that you transmit in connection with this App will be successfully, accurately or securely transmitted.

2.2. Exclusion of TestCal's Liability

Nothing in these App Terms shall exclude or in any way limit TestCal's liability for death or personal injury caused by its negligence or for fraud or any other liability to the extent the same may not be excluded or limited as a matter of law.

To the fullest extent permitted under applicable law, in no event shall TestCal be liable to you with respect to use of the App and/or be liable to you for any direct, indirect, special or consequential damages including, without limitation, damages for loss of goodwill, lost profits, or loss, theft or corruption of your information, the inability to use the App, Device failure or malfunction.

TestCal shall not be liable even if it has been advised of the possibility of such damages, including without limitation damages caused by error, omission, interruption, defect, failure of performance, unauthorised use, delay in operation or transmission, line failure, computer virus, worm, Trojan horse or other harm.

In the event that applicable law does not allow the exclusion of certain promises and/or the exclusion of liability for direct, indirect, consequential or other damages, in no event shall TestCal's liability arising under or in connection with these App Terms and your use of the App exceed £50.



3. General

These App Terms shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them arising under or in connection with these App Terms.

If any provision (or part of a provision) of these App Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

4. Contact Us

If you have any questions regarding our App, you can email us steve@testcal.co.uk

