
TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Website and Global ILabs Ltd, the owner(s) of this Website. Your agreement to comply with and be bound by Clauses 1 – 3, 5 – 9, the relevant sub-Clauses of 11 and 12 – 21 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 4, 10 and the relevant sub-Clauses of 11 apply only to Paid Content and subscriptions. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

This Website, www.mytabsapp.com, is owned and operated by Global ILabs Ltd [], a limited company registered in England under 09562142,, whose registered address is 48 Warwick St, London, W1B 5AW

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, payment information and credentials used by Users to access Paid Content and / or any communications System on the Website;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
“Free Content”	means any Content that is accessible without the payment of a Subscription Fee;
“Learning Establishment”	means any provider of education to persons of any age including, but not limited to, schools, colleges, universities and professional / adult education providers;
“Paid Content”	means Content accessible only upon the creation of an Account and the payment of a Subscription Fee;
“Service”	means collectively any online facilities, tools, services or information that Global ILabs Ltd makes available through the Website either now or in the future;
“System”	means any online communications infrastructure that Global ILabs Ltd makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, forums, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Website and is not employed by Global iLabs Ltd and acting in the course of their employment;

- “Website”** means the website that you are currently using (www.mytabsapp.com) and any sub-domains of this site unless expressly excluded by their own terms and conditions; and
- “We/Us/Our”** means Global ILabs Ltd , a limited company registered in England under 09562142,, whose registered address is 48 Warwick St, London, W1B 5AW

2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Global ILabs Ltd, or our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or those detailed in Clauses 3 and 4 of these Terms and Conditions apply.

3. Use of Free Content

You may print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Website for personal or educational purposes only unless otherwise indicated on the Website or unless given Our express written permission to do so. Specifically you agree that:

- 3.1 You will not use the Free Content of the Website for commercial purposes unless given Our express written permission to do so.
- 3.2 You will not systematically copy Free Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so.
- 3.3 You may, as a student of a recognised Learning Establishment, use the Free Content of the Website for educational purposes provided an appropriate reference is given for all Free Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment.
- 3.4 Employees of Learning Establishments may use the Free Content of the Website for teaching purposes subject to the following conditions:
- 3.4.1 no further consent is required for use in not-for-profit Learning Establishments. This may include, but is not limited to, schools that charge no fees for tuition; and
- 3.4.2 for use in profit-making Learning Establishments, Our prior written consent is required. This may include, but is not limited to, private schools charging fees, universities and adult education providers.

4. Use of Paid Content

- 4.1 Payment of a Subscription Fee grants you a licence to use all Paid Content on the Website for the duration of your subscription. You may use such Content in the following ways:

- 4.1.1 for personal purposes; or
 - 4.1.2 as a student only, for educational purposes
- 4.2 Commercial use of Paid Content is not permitted under the terms of a normal subscription. Please contact Us for details of commercial level subscriptions and the accompanying Terms and Conditions.
- 4.3 Employees of Learning Establishments are not permitted to use Paid Content for teaching purposes under the terms of a normal subscription. Please contact Us for details of education level subscriptions and the accompanying Terms and Conditions.
- 4.4 Under such a licence, you agree that:
 - 4.4.1 you will not use the Paid Content of the Website for commercial purposes unless given Our express written permission to do so;
 - 4.4.2 you will not systematically copy Paid Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so; and
 - 4.4.3 you may, as a student of a recognised Learning Establishment, use the Paid Content of the Website for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment.

5. Third Party Intellectual Property

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clauses 3 and 4 of these Terms and Conditions to use Content from the Website. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

6. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Global iLabs Ltd or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply Our endorsement of the sites themselves or of those in control of them.

7. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.mytabsapp.com without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at info@mytabsapp.com.

8. Use of Communications Facilities

- 8.1 When using any System on the Website you should do so in accordance with the following rules:
 - 8.1.1 you must not use obscene or vulgar language;

- 8.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- 8.1.3 you must not submit Content that is intended to promote or incite violence;
- 8.1.4 it is advised that submissions are made using the English language as We may be unable to respond to enquiries submitted in any other languages;
- 8.1.5 the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 8.1.6 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- 8.1.7 you must not impersonate other people, particularly employees and representatives of Global iLabs Ltd or Our affiliates; and
- 8.1.8 you must not use Our System for unauthorised mass-communication such as "spam" or "junk mail";
- 8.2 You acknowledge that Global iLabs Ltd reserves the right to monitor any and all communications made to Us or using Our System.
- 8.3 You acknowledge that Global iLabs Ltd may retain copies of any and all communications made to Us or using Our System.
- 8.4 You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

9. Accounts

- 9.1 In order to access Paid Content on this Website and to use certain other parts of the System, you are required to create an Account which will contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Website you represent and warrant that:
 - 9.1.1 all information you submit is accurate and truthful;
 - 9.1.2 you have permission to submit Payment Information where permission may be required; and
 - 9.1.3 you will keep this information accurate and up-to-date.Your creation of an Account is further affirmation of your representation and warranty.
- 9.2 Sharing of accounts is not permitted unless We expressly authorise it in writing. You are required to keep your Account details confidential and must not reveal your username and password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 9.3 When choosing your username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

10. Termination

- 10.1 Either Global iLabs Ltd or you may terminate your Account and (where relevant) your subscription. If We terminate your Account or subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, We reserve the right to terminate without giving reasons.
- 10.2 If We terminate your Account as a result of your breach of these Terms and Conditions you will not be entitled to any refund. Such terminations can be appealed by Info@mytabsapp.com.
- 10.3 If We terminate your Account or subscription for any other reason, you will be refunded any remaining balance of your Subscription Fee. Such a refund will be calculated based upon the Subscription Fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of the Subscription Period.
- 10.4 If We terminate your Account or subscription, you will cease to have access to Paid Content from the date of termination.
- 10.5 If you terminate your Account or subscription, you will continue to have access to Paid Content for the remainder of your subscription period as per sub-Clause 10.7.

11. Privacy

- 11.1 Use of the Website is also governed by Our Privacy Policy which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.
- 11.2 By accepting these Terms and Conditions, you are giving consent to Global iLabs Ltd to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.
- 11.3 You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's help menu.

12. How We Use Your Personal Information (Data Protection)

- 12.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 12.2 We may use your personal information to:
 - 12.2.1 Provide Our Service to you;
 - 12.2.2 Process your payments to Us; and
 - 12.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 12.3 In certain circumstances (if, for example, you wish to make a purchase on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 12.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

13. Legal Rights and Disclaimers

- 13.1 We make no warranty or representation that the Website will be compatible with all systems, or that it will be secure.
- 13.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, We make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our Service.
- 13.3 No part of this Website is intended to constitute advice and neither the Content nor the Paid Content of this Website should be relied upon when making any decisions or taking any action of any kind.
- 13.4 The information on this Website is not designed with commercial purposes in mind. We make no representation or warranty that this Content (or Paid Content) is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 13.5 When providing digital content to consumers (in this instance, the Paid Content), We are required to provide digital content that is of satisfactory quality, fit for any purpose made known to us (whether expressly or impliedly), and in accordance with any descriptions (and pre-contract information) given by Us. This includes any digital content we may subsequently modify. If We fail to comply with Our legal obligations, consumers may be entitled to certain legal remedies including repair or replacement or price reductions. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 13.6 Whilst We exercise all reasonable skill and care to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.
- 13.7 If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

14. Availability of the Website and Modifications

- 14.1 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.
- 14.2 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the Content and/or Paid Content available. Where any Paid Content is made unavailable and you are entitled to a refund as a result, We will inform you of the refund due and it will be paid within 14 days using the same method originally used by you. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

15. Limitation of Liability

- 15.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort

(including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website or the use of or reliance upon any content included on the Website.

- 15.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Website or any content included on the Website.
- 15.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 15.4 We exercise all reasonable skill and care to ensure that the Website is free from viruses and other malware. Subject to sub-Clause 14.7, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Website (including the downloading of any content from it) or any other site referred to on the Website.
- 15.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 15.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.
- 15.7 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

16. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

17. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

18. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Global ILabs Ltd.

19. **Communications**

19.1 All notices / communications shall be given to Us either by post to Our Premises (see address above) or by email to info@mytabsapp.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20. **Law and Jurisdiction**

20.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

20.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

20.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.