

Terms of Service

Thank you for using our SafeBook application. We are committed to providing the best possible service to you. Before you get started, please read these terms of service.

If you have any questions about these Terms of Service or the SafeBook application, please contact us at info@thinkbooker.com

1. Information about Us

1.1. The application is operated by Flex Systems Limited trading as thinkBooker, a company registered in England and Wales with number 12082546 whose registered office is at 10 Drake Walk, Brigandine Place, Cardiff CF10 4AN. "We" or "us" means thinkBooker.

1.2. We are not responsible for delivery of access to the venues that you may book using our SafeBook application. The venue for which you book an appointment provides access to you in accordance with their additional terms and conditions which you should read and accept at that time.

2. Acceptance of Terms of Service

2.1 By using the application, you accept and agree to be bound by these Terms of Service. You should keep a copy of these Terms of Service for your records.

2.2 We may modify these Terms of Service at any time. We will give you notice of changes by stating that these Terms of Service have been amended and showing the date of the change at the top of the page. You can review the most current version by clicking on the "Terms of Service" link located at the bottom of the application. The most current version will supersede all previous versions. By continuing to use the application after changes are made and notified to you, you agree to be bound by such changes.

2.3 You can stop using the SafeBook application and terminate these Terms of Service at any time and without providing any notice to us.

3. Limitations on Use

3.1 You must be at least 18 years old to use the application, or, if you are not at least 18, you may use the application only in conjunction with, and under the supervision of, your parent or guardian. If you do not qualify, please do not access the application.

4. Privacy

4.1 Any information that you submit, or we collect, when you are using the application is subject to the [Privacy Policy](#), the terms of which are incorporated into these Terms of Service.

5. Intellectual Property

5.1 We are the owners of the SafeBook application, which includes (but without limitation) any software, domains and content made available through it. The application is protected by UK copyright and other intellectual property laws.

5.2 The application is for your own personal and non-commercial use only, and we grant you a limited license for that purpose. Without limitation, this means that you may not (except as permitted by law) sell, export, license, modify, copy, reverse engineer, distribute or transmit the SafeBook application without our prior express written permission.

5.3 All intellectual property rights in the application, and the content, graphics, logos, icons and service names within the SafeBook application belong to us or are licensed to us. You do not get any rights to such intellectual property other than as expressly set out in these Terms of Service.

6. Electronic Communications

6.1 You can choose to receive notifications in the SafeBook application. You can stop or change your preferences for receiving notifications at any time using the functionality in the application.

6.2 We may also send you emails or texts promoting similar services subject to the terms of the Privacy Policy. You can opt out of receiving any such communications as set out in the Privacy Policy.

7. Your Conduct

7.1 You agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the application or hardware or telecommunications equipment associated with the application.

7.2 You also agree not to:

- (a) interfere with the servers or networks connected to the application or to violate any of the procedures, policies or regulations of networks connected to the application;

- (b) impersonate any other person while using the application;
- (c) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the application;
- (d) use the application for any unlawful purpose;
- (e) resell, sublicense or export the software associated with the application;
- (f) create links to the application; or
- (g) use or submit any material or content on the application which infringes the intellectual property rights of a third party.

7.3 We do not promote, recommend or condone use of the application during certain activities, such as driving, where there is a significant risk of accident. You agree not to use the application during such activities.

8. Our rights

8.1 You agree that we are free to use any comments, information or ideas contained in any communication you may send to us without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the application or other products or services.

8.2 We may change, modify, amend or remove some or all of the functionality at any time.

8.3 We may suspend or terminate your access to the application at any time and for any reason.

9. Charges

9.1 We currently provide the application to you free of charge. However, when you use the SafeBook application, you may be subject to charges imposed by your wireless or other applicable carrier. Payment of such charges is solely your responsibility. The SafeBook application may not be accessible in some foreign countries, this will depend on the application being supported by the foreign network. You should check with the local carrier whether you will be required to pay additional charges for such access. The ability to access the application may be restricted or impaired when on a roaming network abroad.

10. Our Liability

10.1 We rely on our Subscribers to provide us with accurate information for you to access the SafeBook application. So, whilst we ask them to make sure the information

is accurate and up to date, we cannot guarantee that this will always be the case. We are not liable for any information provided by the Subscriber which you may rely on in using our SafeBook application.

10.2 We follow industry standards and processes to make the SafeBook application available to you all the time but sometimes it may be unavailable due to maintenance or to factors outside of our control such as the internet.

10.3 We use recognised methods and techniques to prevent against the introduction of viruses and malware that may harm the application or the device that you use to access the application, but we cannot guarantee that the application will be totally free from viruses and malware.

10.4 We do not guarantee that the application will be compatible with all hardware and software that you may use.

10.5 You may have other rights granted by law, and these Terms of Service do not affect these except if the two are inconsistent. If this is the case then these Terms of Service will override any other rights which you may have, unless this is not permitted by law.

10.6 Other than as set out above, we provide the application "as is" except for those warranties that must apply by law.

10.7 These Terms of Service do not exclude or limit our liability (if any) for:

- (a) death or personal injury caused by our negligence;
- (b) fraud;
- (c) fraudulent misrepresentation; or
- (d) any matter which it would be illegal for us to exclude or attempt to exclude our liability.

10.8 We are only liable to you for losses which you suffer as a direct result of our breach of these Terms of Service and which are reasonably foreseeable. We are not liable for any other losses or for business losses (including but not limited to loss of profits, contracts, goodwill or opportunity).

11. Third Party Websites

11.1 The application may contain links to third party web sites or programs that are not controlled by us. We are not responsible for the content, terms and conditions, offers or privacy policies of such sites and programs. Your dealings with third party sites are solely between you and the applicable third party and you should read their terms and conditions and policies before using them.

12. Disputes

12.1 You agree that these Terms of Service or any claim or dispute between you and us arising from or relating to these Terms of Service or the SafeBook application shall be governed by the laws of England and Wales.

12.2 The English courts will have non-exclusive jurisdiction over any claim arising from, or relating to, the use of the application or these Terms of Service.

13. General

13.1 Our failure to enforce any provision of these Terms of Service does not mean we have waived our rights.

13.2 These Terms of Service set forth the entire understanding and agreement between you and us relating to use of the application.

13.3 Only you and we have any rights under the Terms of Service. No other person shall have any rights under the Terms of Service.

13.4 You may not transfer any of your rights under the Terms of Service to any other person.

13.5 We may transfer any of our rights under the Terms of Service to any person or ask any person to fulfil any aspect of it so long as the performance of the Terms of Service is not affected.

13.6 If you are a consumer then nothing in these Terms of Service will affect your statutory rights.