

TERMS AND CONDITIONS

We are Sarsen Connect Limited (13037555) of 14th Floor 33 Cavendish Square, London, United Kingdom, W1G 0PW, the creators of LIGHT (referred to below as the ‘app’).

You must be at least 18 years old to use the app.

By downloading the app and creating an account, you are agreeing to the terms of this agreement which are legally binding. Please read it together with our privacy policy before you use the app. Only create an account or sign into the app if you have read the rules and agree to them.

If you do not agree to these terms, you should not use the app.

1 This agreement

- 1.1 We license you to download and use the app provided you follow all of the rules described in this agreement. The licence:
 - 1.1.1 is only for you personally and for non-business use;
 - 1.1.2 starts when you download the app; and
 - 1.1.3 covers content, materials, or services accessible from, or bought in, the app including all of our support resources. It also covers updates to the app unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms.
- 1.2 In this agreement, we refer to the site that you download the app from as the ‘app store’ and we refer to their rules and policies as the ‘app store rules’. You must comply with the app store rules as well as this agreement but, if there is any conflict between them, you should follow the app store rules rather than the equivalent rule here.
- 1.3 You do not own the app or any of its contents but you may use it on devices that you own or control, as permitted by these terms and conditions or the app store rules where applicable.
- 1.4 If you sell or give away the device on which you have downloaded the app, you must first remove the app from the device.
- 1.5 You are not allowed to:
 - 1.5.1 modify the app’s code in any way, including inserting new code, either directly or through the use of another app or piece of software;
 - 1.5.2 deliberately attempt to avoid or manipulate any security features included in the app; or
 - 1.5.3 pretend that the app is your own or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).

2 Support and contact

- 2.1 If you need to get in touch with us, you may email us at info@sarsen.com
- 2.2 If we need to get in touch with you, we will do so by email or an in-app notification.

3 Privacy and your personal information

Protecting your personal information is important to us. Our [Privacy Policy](#) explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

4 Accounts

- 4.1 Use of the app requires registration and creation of an account.
- 4.2 We are not obliged to permit anyone to register with the app and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 You must not knowingly share your password and any other account details with any third party.

5 Collection of technical information

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the app. We may also use this anonymised information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

6 Location data

- 6.1 The app makes use of functionality on your device that can pinpoint your location. We do this to ascertain geographical demographics of the users for profiling, research and study.
- 6.2 When you open the app for the first time, you will be asked whether the app can use your location and in what circumstances.
- 6.3 You can change your choices at any time in the app settings, and you can also turn the location services off at any time. The app will still function if location services are off, but its functionality may be reduced.

7 Augmented reality

- 7.1 This app may use the camera and other sensors on your device to impose digital effects on the real-life view that you see on your screen.
- 7.2 You are responsible for your own safety, and the safety of others around you, while using augmented reality. Always check that the area around you is free from hazards and that your use of the app will not cause danger or disruption to other people.
- 7.3 Never use the app on private property if you do not have the property-owner's permission, and never cause any damage to property of any kind.

8 Acceptable use

- 8.1 You must not use the app to do any of the following things:
 - 8.1.1 break the law or encourage any unlawful activity;
 - 8.1.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;
 - 8.1.3 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);
 - 8.1.4 transmit any harmful software code such as viruses;
 - 8.1.5 try to gain unauthorised access to computers, data, systems, accounts or networks; or
 - 8.1.6 deliberately disrupt the operation of anyone's website, app, server or business.

9 Updates to the app

- 9.1 We may update the app from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality

- 9.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.
- 9.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the app may not work properly (or at all), if you do not keep the app updated to the latest version that we make available.

10 Changes to this agreement

- 10.1 We may need to revise this agreement from time to time to reflect changes in the app's functionality, to deal with a security threat or if there is a change in the law or guidance.
- You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you may not be able to use the app.

11 External services

- 11.1 The app may enable you to access services and websites that we do not own or operate (referred to below as 'external services').
- 11.2 We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.
- 11.3 You must not use external services in any way that:
- 11.3.1 is inconsistent with these terms or with the terms of the external service; or
 - 11.3.2 infringes our intellectual property rights, or the intellectual property rights of any third party.
- 11.4 From time to time, we may change or remove the external services that are made available through the app.

12 Our responsibility to you

- 12.1 If we breach this contract or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time this contract was made, either it was clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 12.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage. We are not liable any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit

13 Failures of networks or hardware

The app relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the app due to a poor internet connection, faulty components in your device (such as a faulty camera), app store failure or anything else that it would not be reasonable to expect us to control.

14 Ending this agreement

- 14.1 We can end this agreement if you do not comply with any part of it.

- 14.2 In the event of noncompliance on your part, we have the right to end this agreement immediately and without advance notice to you.
- 14.3 The consequences of the agreement ending are as follows:
- 14.3.1 you are no longer allowed to use the app and we may remotely limit your access to it;
 - 14.3.2 you must delete it from any devices that it has been installed on; and
 - 14.3.3 we may delete or suspend access to any accounts that you hold with us.

15 Third parties

No one other than us or you have any right to enforce any term of this agreement.

16 Transferring this agreement

- 16.1 We may transfer our rights under this agreement to another business without your consent.
- 16.2 You are not allowed to transfer your rights under this agreement to anyone without our prior written consent.

17 Governing law and jurisdiction

- 17.1 The laws of England and Wales apply to this agreement, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 17.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.