
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use Our booking service (“Our Booking Service”). Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account and purchasing a Subscription. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Booking Service immediately.

Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required to access and use Our Booking Service, as detailed in Clause 4;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Booking Service;
“Contract”	means the contract between Us and you for the purchase and sale of a Subscription to Our Booking Service, as explained in Clause 6;
“Order”	means your order for a Subscription;
“Subscription Confirmation”	means Our acceptance and confirmation of your Order;
“Subscription”	means a subscription (or free trial access) to access Our Booking Service, purchased in accordance with these Terms and Conditions;
“User”	means a user of Our Booking Service;
“User Content”	means any text, graphics, images, audio, video, software, data compilations, names, addresses, description of services, working hours, contact details and any other form of information capable of being stored in a computer that appears on or forms part of this Website or forms part of our Booking Service created and/or uploaded by Users in or to Our Booking Service; and
“We/Us/Our”	means Saloca Ltd, trading as Appointeddd, a limited company registered in Scotland under company number SC392223, whose registered address is 5th Floor, 125 Princes Street, Edinburgh, Scotland, EH2 4AD.
“Website”	means https://www.appointeddd.com/

2. Information About Us

2.1 Our Booking Service is owned and operated by Saloca Ltd, a limited company registered in Scotland under company number SC392223, whose registered address is 5th Floor, 125 Princes Street, Edinburgh, Scotland, EH2 4AD. Our VAT number is 201190958.

3. Access and Changes to Our Booking Service

- 3.1 Access to Our Booking Service requires a Subscription. Upon purchasing a Subscription, Our Booking Service will be available to you for the duration of that Subscription and any and all subsequent renewals.
- 3.2 We may from time to time make changes to Our Booking Service:
 - 3.2.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue;
 - 3.2.2 Minor changes may be made to reflect changes in the law or other regulatory requirements; and
 - 3.2.3 We will continue to develop and improve Our Booking Service over time, in some cases making significant changes to it. You will be kept fully informed of any and all significant changes.
- 3.3 We will always aim to ensure that Our Booking Service is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 3.2. Unless We are responding to an emergency or an urgent issue, We will inform you in advance of any interruptions to the availability of Our Booking Service.

4. Accounts

- 4.1 An Account is required to use Our Booking Service.
- 4.2 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.3 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.
- 4.4 You must not use anyone else's Account.
- 4.5 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the EU Regulation 2016/679 General Data Protection Regulation ("GDPR").
- 4.6 If you wish to close and delete your Account, you may do so at any time by emailing gdpr@appointedd.com. Closing your Account will result in the removal of your information from Our system. If you have an active Subscription, your Account will remain active for the duration of the remainder of the Subscription period you are currently in. Closing your Account will cancel the auto-renewal of your Subscription, where applicable. Closing your Account will also remove any User Content that you have created or uploaded from Our system.

5. Subscriptions, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, Our Booking Service) correspond to the actual services that will be provided to you. There may, however, be minor variations from descriptions from time to time.
- 5.2 Where appropriate, you may be required to select your required Subscription. Different types of Subscription provide access to different features in Our Booking Service. Please ensure that you select the appropriate Subscription when prompted. Please see Our Website for information on the Subscription plans available at

<https://www.appointedd.com/pricing>.

- 5.3 After completing the Subscription process, you will be sent a confirmation email confirming the Subscription price, the Subscription period and the services offered on that particular Subscription plan.
- 5.4 All pricing information is correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary.
- 5.5 All prices include VAT, unless stated otherwise.

6. **Subscriptions – How Contracts Are Formed**

- 6.1 You will be guided through the Subscription process when you make a purchase. Before confirming a purchase, you will be given the opportunity to review your chosen Subscription and amend any errors in your Order. Please ensure that you check carefully before confirming your purchase.
- 6.2 No part of Our Booking Service, website or any other material constitutes a contractual offer capable of acceptance. By purchasing a Subscription, you are making Us a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 6.3 Subscription Confirmations contain the following information:
 - 6.3.1 Confirmation of your chosen Subscription including full details of the main characteristics and features of Our Booking Service available as part of that Subscription;
 - 6.3.2 Fully itemised pricing, which shall include VAT unless stated otherwise including, where appropriate, taxes and other additional charges; and
 - 6.3.3 Details of the duration of your Subscription.
- 6.4 If We do not accept or cannot process your Subscription purchase for any reason, no payment will be taken under normal circumstances. If We have taken payment in such circumstances, the payment will be refunded to you as soon as possible and in any event within 14 calendar days.
- 6.5 By purchasing a Subscription, you are expressly requesting that you wish access to Our Booking Service to be made available to you immediately (and will be required to acknowledge this). If you are a consumer, this will result in your right to cancel during the “cooling-off” period being lost. Please be aware that We do not offer any Subscriptions that do not begin immediately. For more details of cancellation, please refer to Clause 8.

7. **Payment**

- 7.1 Payment for Subscriptions will be due at the time of purchase. Your chosen payment method will be billed immediately upon confirmation of your Subscription.
- 7.2 We accept the following methods of payment;
 - 7.2.1 Visa;
 - 7.2.2 Mastercard;
 - 7.2.3 American Express;
 - 7.2.4 JCB;
 - 7.2.5 Discover; and

- 7.2.6 Diners Club;
- 7.2.7 Bitcoin;
- 7.2.8 Apple Pay;
- 7.2.9 Android Pay;
- 7.2.10 3D Secure;
- 7.2.11 SOFORT;
- 7.2.12 iDEAL;
- 7.2.13 Giropay;
- 7.2.14 Bancontact;
- 7.2.15 SEPA direct debit; and
- 7.2.16 Alipay

7.3 We do not charge any additional fees for any of the payment methods listed above.

8. Cancellation

- 8.1 Consumers (but not business customers) in the European Union have a legal right to a “cooling-off” period within which distance sales contracts (including those formed online) can be cancelled for any reason. This period, if applicable, begins once a contract is formed and ends at the end of 14 calendar days after that date.
- 8.2 Please note that, as explained in sub-Clause 6.7, because access to Our Booking Service is made available immediately upon the purchase of a Subscription, the 14-day cooling-off period does not apply.
- 8.3 You may cancel at any time in the following limited circumstances and you may be entitled to a full or partial refund for services or digital content not provided:
 - 8.3.1 We have incorrectly described Our Booking Service or it is faulty (please refer to Clause 15 for more details); or
 - 8.3.2 We have informed you of an upcoming change to Our Booking Service or to these Terms and Conditions that you do not agree to; or
 - 8.3.3 We have informed you of an error in the price or description of your Subscription or Our Booking Service and you do not wish to continue; or
 - 8.3.4 There is a risk that the availability of Our Booking Service may be significantly delayed due to events outside of Our control; or
 - 8.3.5 We have breached these Terms and Conditions or have in any way failed to comply with Our legal obligations to you.
- 8.4 Auto-renewing Subscriptions can be cancelled at any time, however (also subject to sub-Clause 8.4 and to sub-Clause 8.3), no refunds can be provided and you will continue to have access to Our Booking Service for the duration of the remainder of the Subscription period you are currently in. Cancelling an auto-renewing Subscription only prevents it from being auto-renewed.
- 8.5 To cancel a Subscription for any reason, please inform us by email at hello@appointedd.com.
- 8.6 We may ask you why you have chosen to cancel your Subscription and may use any answers you provide to improve Our Booking Service in the future, however please note that you are under no obligation to provide any details if you do not wish to.

- 8.7 Any and all refunds due to you will be made no later than 14 calendar days after the date on which We acknowledge your cancellation. Refunds will be made to your original payment method.
- 8.8 We reserve the right to cancel your Subscription and/or close your Account. If We take such action, you will be notified by email and We will provide an explanation for the cancellation and/or closure. If you have breached our Terms and Conditions we may choose not to contact you for an explanation and to cancel or close your account without explanation.
- 8.8.1 If your Account is closed and your Subscription cancelled because you have breached these Terms and Conditions, you will not be entitled to a refund. If you believe We have closed your Account and cancelled your Subscription in error, please contact Us at hello@appointedd.com.
- 8.8.2 If your Account is closed and/or your Subscription is cancelled for any other reason, you will be refunded the remaining balance of your Subscription. The refund will be calculated based upon the price of your Subscription being divided by the total number of days in the Subscription and multiplied by the number of whole days remaining until the end of the Subscription (or, in the case of auto-renewing Subscriptions, until the renewal date). Any and all refunds due to you will be made no later than 14 calendar days after the date on which the closure and/or cancellation becomes effective. Refunds will be made to your original payment method.

9. **Our Intellectual Property Rights and Licence**

- 9.1 We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our Booking Service to integrate Our Booking Service into your website for personal and commercial use or using our external micro site hosted on appointed.com, subject to these Terms and Conditions.
- 9.2 Subject to the licence granted to Us under sub-Clause 12.3, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third party rights in that User Content and the terms of any licence under which you use such Content).
- 9.3 All other Content included in Our Booking Service (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 9.4 By accepting these Terms and Conditions, you hereby undertake:
- 9.4.1 Not to copy, download or otherwise attempt to acquire any part of Our Booking Service;
- 9.4.2 Not to disassemble, decompile or otherwise reverse engineer Our Booking Service; and
- 9.4.3 Not to allow or facilitate any use of Our Booking Service that would constitute a breach of these Terms and Conditions.

10. **Links to Our Booking Service**

- 10.1 You may link to Our Booking Service provided that:
- 10.1.1 You do so in a fair and legal manner;
- 10.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

- 10.1.3 You do not use any of Our logos or trade marks (or any others displayed on Our Booking Service) without Our express written permission; and
- 10.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 10.2 You may not link to Our Booking Service from any other website the content of which contains material that:
 - 10.2.1 Is sexually explicit;
 - 10.2.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 10.2.3 Promotes violence;
 - 10.2.4 Promotes or assists in any form of unlawful activity;
 - 10.2.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 10.2.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 10.2.7 Is calculated or is otherwise likely to deceive another person;
 - 10.2.8 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;
 - 10.2.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2);
 - 10.2.10 Implies any form of affiliation with Us where none exists;
 - 10.2.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or
 - 10.2.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

11. **Links to Other Content**

We may provide links to other content such as websites, Booking Services and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

12. **User Content**

- 12.1 You agree that you will be solely responsible for any and all User Content that you create or upload using Our Booking Service. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 14.
- 12.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 12.1. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 12.3 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By creating or uploading User Content,

you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating Our Booking Service.

- 12.4 If you wish to remove User Content, you may do so by deleting your account. Removing User Content also revokes the licence granted to Us to use that User Content under sub-Clause 12.3. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control). The deletion of your account will not delete any widgets on the User's website.
- 12.5 We may reject, reclassify, or remove any User Content created or uploaded using Our Booking Service where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

13. Intellectual Property Rights and User Content

- 13.1 All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licensed by the relevant User. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 13.2 Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another User's User Content without first obtaining the express consent of the User to whom the User Content in question belongs.

14. Acceptable Usage Policy

- 14.1 You may only use Our Booking Service in a manner that is lawful and that complies with the provisions of this Clause 14. Specifically:
 - 14.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
 - 14.1.2 You must not use Our Booking Service in any way, or for any purpose, that is unlawful or fraudulent;
 - 14.1.3 You must not use Our Booking Service to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
 - 14.1.4 You must not use Our Booking Service in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 14.2 The following types of User Content are not permitted on Our Booking Service and you must not create, submit, communicate or otherwise do anything that:
 - 14.2.1 is sexually explicit;
 - 14.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - 14.2.3 promotes violence;
 - 14.2.4 promotes solicitation of sexual services, unless such activity is lawful in the User's jurisdiction, in which case the User must ensure that they comply fully with all applicable local, national and international laws and/or regulations;
 - 14.2.5 promotes or assists in any form of unlawful activity;
 - 14.2.6 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

- 14.2.7 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 14.2.8 is calculated or otherwise likely to deceive;
 - 14.2.9 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
 - 14.2.10 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 14.2);
 - 14.2.11 implies any form of affiliation with Us where none exists;
 - 14.2.12 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 14.2.13 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 14.3 We reserve the right to suspend or terminate your Account and/or your access to Our Booking Service if you materially breach the provisions of this Clause 14 or any of the other provisions of these terms and conditions. For the avoidance of doubt, We, in our absolute discretion, reserve the right to suspend or terminate your Account and/or access to Our Booking Service if We suspect that the Booking Service is being utilised for a an activity that We deem to be inappropriate. Specifically, We may take one or more of the following actions:
- 14.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Booking Service (for more details regarding such cancellation, please refer to sub-Clause 8.9);
 - 14.3.2 Remove any of your User Content which violates this Acceptable Usage Policy;
 - 14.3.3 Issue you with a written warning;
 - 14.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 14.3.5 Take further legal action against you as appropriate;
 - 14.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - 14.3.7 Any other actions which We deem reasonably appropriate (and lawful).
- 14.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

15. Problems with Our Booking Service and Consumers' Legal Rights

- 15.1 If you have any questions or complaints regarding Our Booking Service, please email Us at hello@appointedd.com or by using any of the methods provided on Our contact page at appointedd.com.
- 15.2 If you are a consumer, you have certain legal rights under the Consumer Rights Act 2015 that may apply to Our Booking Service:
 - 15.2.1 Any services provided by Us must be provided with reasonable care and skill and in compliance with information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise fix the problem or, if We cannot provide such a remedy, a full or partial refund.
 - 15.2.2 For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

16. **Disclaimers**

- 16.1 No part of Our Booking Service or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only.
- 16.2 Subject to your legal rights if you are a consumer (as summarised above in Clause 15), insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Booking Service will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 16.3 We make reasonable efforts to ensure that the content contained within Our Booking Service is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Booking Service (and the content therein) is complete, accurate or up-to-date.
- 16.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created or uploaded using Our Booking Service. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

17. **Our Liability**

- 17.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and Us when the Contract between us was formed.
- 17.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, delict (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Booking Service or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Our Booking Service.
- 17.3 To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.
- 17.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Booking Service or any Content (including User Content) included in Our Booking Service.
- 17.5 If you are a business, 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.
- 17.6 We exercise all reasonable skill and care to ensure that Our Booking Service is free from viruses and other malware. Subject to sub-Clause 15.2.1, 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 that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Booking Service (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.
- 17.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Booking Service 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.
- 17.8 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including 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 applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

18. **Viruses, Malware and Security**

- 18.1 We exercise all reasonable skill and care to ensure that Our Booking Service is secure and free from viruses and other malware. We do not, however, guarantee that Our Booking Service is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 17.6.
- 18.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 18.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Booking Service.
- 18.4 You must not attempt to gain unauthorised access to any part of Our Booking Service, the server on which Our Booking Service is stored, or any other server, computer, or database connected to Our Booking Service.
- 18.5 You must not attach Our Booking Service by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 18.6 By breaching the provisions of sub-Clauses 18.3 to 18.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Booking Service will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

19. **Privacy and Cookies**

The Use of Our Booking Service is also governed by Our Privacy and Cookie Policy, available from <https://www.appointedd.com/privacy-policy>. This policy is incorporated into these Terms and Conditions by this reference.

20. **Data Protection**

- 20.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights and Our obligations under that Act.
- 20.2 We may use your personal information to:
 - 20.2.1 Reply to any communications that you send to Us;
 - 20.2.2 Send you important notices, as detailed in Clause 21; and
 - 20.2.3 Send you marketing communications, as detailed in Clause 21,
- 20.3 We will not pass your personal information on to any third parties without first obtaining your express permission to do so.

21. **Communications from Us**

- 21.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Our Booking Service, and changes to your Account.

21.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link.

21.3 For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at gdpr@appointedd.com or via <https://www.appointedd.com/contact>.

22. Other Important Terms

22.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

22.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

22.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. In the case that the Appointedd app has been delivered or distributed to you through a Market Place or by any other means, the third party operating or providing such Market Place shall be excluded from any liability towards you or your affiliates, suppliers of customers whatsoever in relation to the app. Including, without limitation, in relation to the sales or use of copies thereof or the performance or non performance of the app.

22.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

22.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

22.6 Appointedd includes open sourced libraries, you can find a list of them here <https://s3-eu-west-1.amazonaws.com/appointedd-contracts/opensourcelibraries/Appointedd+open+sourced+libraries.pdf>

23. Changes to these Terms and Conditions

23.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Booking Service after the changes have been implemented. You are therefore advised to check this page from time to time.

23.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

24. Contacting Us

To contact Us, please email Us at hello@appointedd.com or by using any of the methods provided on Our contact page <https://www.appointedd.com/contact>.

25. **Law and Jurisdiction**

- 25.1 These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, Scottish law.
- 25.2 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.
- 25.3 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 Scotland.