



## PamperBook Ltd Terms of Service

By using the PamperBook system (the “Service”) and all services of PamperBook Limited, you agree to the legal terms set forth by the following terms and conditions (“Terms of Service”). By using the Service, you agree to each of the terms set forth below. If you do not agree with any term or condition set forth below, you are not authorized to use the Service for any purpose.

PamperBook reserves the right to modify the Terms of Service from time to time without prior notice, effective upon posting an updated version of this Terms of Service on the Service or Site. You are responsible for regularly reviewing this Terms of Service. Continued use of the Service after any such modifications to the Terms of Service shall constitute your consent to such modifications.

### 1. Account Terms

1. You warrant that you are 18 years of age or older
2. You warrant that you are a human, and not a computer service or automated “bot”
3. You warrant that you have provided accurate and valid information requested during the registration process
4. You warrant that you will use the Service only for lawful purposes. You must not violate any laws in your jurisdiction, including but not limited to any copyright laws.
5. You are prohibited from violating, or attempting to violate, the security of the Service.
6. Your warrant that during your use of the Service you will not create, transmit, distribute, or store material that violates a trademark, copyright, trade secret, or other intellectual property rights of others; violates the privacy, publicity, or other personal rights of others; impair the privacy of communications; generate obscene, offensive, or inappropriate content;

causes technical disturbances to the Service, including, but not limited to, introduction of viruses, worms, or other destructive mechanisms; create a deceitful website to imply association with PamperBook or the Service; create or send verbal, physical, written or other abuse (including threats of abuse or retribution) to any PamperBook customer, employee, member, or officer.

7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by PamperBook
8. You understand that PamperBook uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and other technology required to run the Service. If your bandwidth usage on the Service significantly exceeds the average bandwidth usage of the Service, as determined by PamperBook, we reserve the right to limit your bandwidth to the Service.

## **2. Payments, Refunds, Upgrading and Downgrading Terms**

1. A valid credit card is required for paying accounts. Your credit card statement will show a payment to "PamperBook Limited".
2. The Service is billed on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account.
3. We will charge your credit card for any upgrade or downgrade in plan level at the new rate upon the start of your next billing cycle.
4. If you choose to downgrade your account, we are not liable for the resulting loss of content, features, or capacity.
5. We will delete all of your content upon cancellation and we will not be able to recover this information once deleted. We are not liable for any loss resulting from cancellation.
6. Downgrading your Service cause the loss of Content, features, or capacity of your Account. PamperBook does not accept any liability for such loss.

7. The free trial will begin the day the account is opened and will end at after 7 days.

In order to continue using the Service after the free trial a valid credit card must be added to your account when prompted to choose a subscription.

### **3. Account Cancellation Terms**

1. Accounts can be cancelled at any time by emailing [business@pamperbook.co.uk](mailto:business@pamperbook.co.uk) with your business name and preferably the reason for cancellation. You are solely responsible for cancelling your account by following these instructions.
2. If you cancel your account prior to the start of the next billing period, you will not be charged again. No refunds will be given for the month in which the Service is cancelled.
3. If your account is cancelled: (i) your account will be deactivated and can no longer be accessed, (ii) all of your rights granted under these Terms will immediately come to an end, and (iii) all of your data and content may be deleted from our systems. We provide no guarantee that your content can be recovered once your account is cancelled. We are not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

### **4. Service and Pricing Modification Terms**

1. PamperBook reserves the right to modify or remove parts the Service at any time. PamperBook will introduce improvements and new features from time to time into the Service, some of which will be made immediately available at no cost to you.
2. Prices for all paid plans of the Service, including but not limited to monthly subscription plan fees, are subject to change upon 30 days notice from PamperBook. Such notice may be provided by posting the changes to the Site or the Service itself.
3. PamperBook shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## 4. PamperPay Terms

1. PamperBook reserves the rights to increase or reduce its percentage fees at any time and will notify all partners 30 days in advance.
2. PamperBook will retain 3% from all transaction fee's which is separate to any third party fee's. (Stripe 1.4% +20p per transaction)
3. PamperBook shall not be liable for any refunds between you (the partner) and its customer.
4. All refunds are agreed and actioned between the partner and the consumer upon booking of services.
5. PamperBook **are not** liable for any refunds between the partner and consumer
6. PamperBook will not participate in any discussions of refunds between the partner and consumer
7. The partner agrees to communicate with the consumer with any concerns during paying a deposit / no show protection charge and refund policy.

**All booking terms can be found at** ([https://www.pamperbook.co.uk/\\_files/ugd/a1e20b\\_f8f1899d4a234c9e9e4faaac24b6356c.pdf](https://www.pamperbook.co.uk/_files/ugd/a1e20b_f8f1899d4a234c9e9e4faaac24b6356c.pdf))

## 5. Copyright Terms

1. You acknowledge that the Service is licensed to you and that PamperBook retains ownership of all right, title and interest to the Service, the Service design and documentation, and the intellectual property rights therein (including without limitation, all patent rights, design rights, copyrights and trade secret rights). You agrees not to (i) copy, modify, or reverse engineer the Service hardware, software, or design, make derivative works based upon the Service, or use the Service to develop any Services, without

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2. PamperBook claims no intellectual property rights over any of the content or data you upload or add to the Service. All data added to the Service by you or users of your account retains its original ownership.

## **6. Disclaimers**

1. PamperBook is not responsible for any incorrect or inaccurate content posted on the Site or Service. The Site or Service may be temporarily unavailable from time to time for maintenance or other reasons. PamperBook assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. PamperBook is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Site or Service, including injury or damage to users or to any other person's computer related to or resulting from use of the Service.
2. PamperBook does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, PamperBook, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected. The Service is provided "as-is" and PamperBook disclaims all warranties, whether expressed or implied, including without limitation implied warranties of title, merchantability, fitness for a particular

purpose or non-infringement. PamperBook cannot guarantee and does not promise specific results from use of the Service. Except in jurisdictions where such provisions are restricted, in no event will PamperBook or any of PamperBook 's business associates (which for the purposes of these terms will include suppliers, advertisers, referrers, etc.) be liable to your or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising your use of the Service, even if PamperBook has been advised of the possibility of such damages.

## **7. Indemnity**

1. You agree to indemnify and hold PamperBook, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Site in violation of this Terms of Service or your violation of any law or the rights of a third party.