

## **TERMS OF USE – ALLIN1SOCIAL**

### **1. Introduction**

1.1 The Allin1Social Facebook application is operated by 77Agency Limited (“77Agency”), a company registered in England and Wales under company number 4972155 whose registered office is at 59 Lafone Street, London SE1 2LX and whose main trading address is at 2nd Floor, 40-42 Parker Street, London WC2B 5PQ United Kingdom.

1.2 The range of services available as part of the Allin1Social Facebook application can be found at [www.allin1social.com](http://www.allin1social.com). The software and services that you select to utilise from time to time as part of the Allin1Social Facebook application are referred to herein as “the Services”.

### **2. Terms and Conditions**

2.1 This agreement, together with the documents referred to herein (“Terms of Service” or “Agreement”), sets out the terms and conditions that govern your use of the Services but excludes any services provided by 77Agency Ltd under a separate agreement as set out below.

2.2 Your agreement with 77Agency will also include all subscription rates and payment terms applicable to the Services you shall select.

2.3 Any services provided to you by 77Agency under a separate written agreement shall be governed by the terms of that written agreement.

### **3. Accepting the Terms of Service**

3.1 Please read these Terms of Service carefully before you start to use the Services. In order to use the Services, you must agree to the Terms of Service.

3.2 You may accept the Terms of Service by:

(a) clicking to accept the Terms of Service on 77Agency’s user interface on Facebook;

(b) by making payment for the Services (please see section 10 below for further details); or

(c) by using the Services. In this case you agree that 77Agency will treat your use of the Services as acceptance of these Terms of Service from that point onwards.

3.3 You may not use the Services or accept the Terms of Service or register with us if (a) you are under the age of 18 or (b) you are a person not permitted to use the Services in the country or jurisdiction in which you are resident or from which you may use or access the Services.

### **4. Language of the Terms of Service**

4.1 Where 77Agency have provided you with a translation of the English language version of the Terms of Service that translation is provided for your convenience only and you agree that the English language version of the Terms of Service will govern your relationship with 77Agency.

### **5. Licence**

5.1 Subject to the terms and conditions of this agreement, 77Agency hereby grants you a non-exclusive, non-transferable licence to use the Allin1Social Facebook application software provided to you by 77Agency as part of the Services (“the Software”). This licence is granted solely for the purpose of and to the extent necessary to enable you to use and enjoy the benefit of the Services during the term of this Agreement and in the manner permitted by this Agreement.

5.2 You agree not to access, store, distribute or transmit any material during the course of your use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) contravenes Facebook’s rules, regulations or policies;

(c) facilitates illegal activity;

(d) depicts sexually explicit images;

(e) promotes unlawful violence;

(f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

(g) causes damage or injury to any person or property,

and 77Agency reserves the right, without liability to you, to disable your access to the Services without notice to you if you breach the provisions this section.

5.3 You shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

(ii) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on 77Agency’s infrastructure; or

(iii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and/or Software in order to build a product or service which competes with the Services and/or Software; or

(c) use the Services and/or Software to provide services to third parties; or

(d) access the Services by any other means than through the interface provided by 77Agency; or

(e) engage in any activity that interferes with or disrupts, or could potentially interfere with or disrupt, the Services, the Software or any servers or networks which are connected with the provision of the Services; or

(f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Software available to any third party.

5.4 Subject to any third party rights, you retain all rights that you already hold in any content that you input, submit, upload or display as part of your use of the Services or facilitating your use of the Service in accordance with these Terms of Service (“the Content”). You agree to give 77Agency a perpetual, irrevocable, worldwide, royalty free and non-exclusive licence to use the Content, including any databases, to enable 77Agency to carry out its obligations under this Agreement and for other business purposes.

## **6. The Services**

6.1 Occasionally the Services may be provided to you by subsidiaries and other affiliated entities of 77Agency, located either in England or elsewhere in the world. You acknowledge and agree that such subsidiaries and affiliated entities may provide the Services to you.

6.2 77Agency does not warrant that your use of the Services will be uninterrupted or error free; nor that the Services or information obtained by you through the Services will meet your requirements or be accurate or reliable.

6.3 77Agency is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communication networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

6.4 You understand that the Services are constantly evolving and that 77Agency may require you to accept updates to the Services. You acknowledge and agree that the form and nature of the Services provided by 77Agency may change from time to time without prior notice to you.

6.5 You acknowledge and agree that 77Agency may stop (either temporarily or permanently) providing any features within the Services at its sole discretion without prior notice to you.

6.6 You acknowledge and agree that if 77Agency disable access to your account, you may be prevented from accessing the Services.

6.7 The Services are provided to you through Facebook. You acknowledge and agree that 77Agency is not responsible for any changes to Facebook’s rules, regulations or policies.

## **7. Content**

7.1 You represent and warrant to 77Agency that either:

(a) you own all rights, title and interest in and to all of the Content; or

(b) you have the right to use the Content for all purposes in connection with these Terms of Service.

7.2 You represent and warrant to 77Agency that:

(a) all Content has been and will be legally acquired; and

(b) the Content does not and will not infringe any third party's rights.

7.3 You acknowledge that you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Content.

## **8. Privacy**

8.1 You acknowledge and agree that 77Agency collects personal information as part of your use of the Services. By accepting these Terms of Service you agree that 77Agency may process all personal information in accordance with the terms of its privacy policy which is available at [www.allin1social.com/privacy](http://www.allin1social.com/privacy).

8.2 You represent and warrant that by providing any data (including personal information) as part of your use of the Services, you have all necessary consents, permissions and registrations to process such data in that way.

## **9. Your Obligations**

9.1 You agree to use the Services only for the purposes that are permitted by:

(a) the Terms of Service; and

(b) all applicable laws, regulations or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding privacy or the export of data or software to and from the EU, the United States or other relevant countries); and

(c) any other applicable rules or regulations (including, without limitation, any Facebook rules, regulations or policies).

9.2 You agree to obtain and maintain all necessary licences, consents and permissions necessary to enable 77Agency to perform its obligations under the Agreement, including without limitation providing the Services.

## **10. Payment for the Services**

10.1 The up to date subscription fees applicable to the Services are published on the website [www.allin1social.com/pricing](http://www.allin1social.com/pricing) and by using the Services at a particular moment you agree to pay 77Agency for the provision of the Services at the subscription fees published as of that moment on that website.

10.2 You can pay for the Services with your PayPal account or by entering you credit card information (secure through PayPal) or by any other means as may be published from time to time on the website [www.allin1social.com/pricing](http://www.allin1social.com/pricing).

10.3 77Agency is not responsible for the payment processing services provided by PayPal or any other third party.

10.4 You agree to make all payments under this Agreement without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes, levies, imposts, duties or other charges. If you are obliged by law to make any such withholding or deduction, you will pay us in the same manner and at the same time additional amounts to ensure that we receive a net

amount equal to the full amount which we would have received if no such deduction or withholding had been required.

10.5 Unless otherwise stated on the website [www.allin1social.com](http://www.allin1social.com) all subscription fees are non refundable.

## **11. Proprietary Rights**

11.1 You acknowledge and agree that 77Agency and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, these Terms of Service do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

11.2 Other than the limited licence set forth in Section 5.4 and Section 8, 77Agency acknowledges and agrees that it does not obtain any right or title from you and/or your licensors under these Terms of Service in or to the Content including any intellectual property rights which subsist in the Content. You agree that you are solely responsible for protecting and enforcing those rights and 77Agency has no obligation to do so on your behalf.

## **12. Advertisements and Third Party Links**

12.1 Some of the Services may contain advertisements or links to other sites and resources provided by third parties.

12.2 The style, form and extent of such advertising are subject to change without notification to you and you acknowledge and agree that 77Agency may place such advertising or links to other sites and resources provided by third parties on the Services.

12.3 77Agency does not comment on the content of any advertisement and do not endorse any advertisers' or sponsors' products or services. 77Agency does not accept responsibility for the accuracy or content of any advertising material displayed through the Services. 77Agency will not be liable for any damages or costs of any type arising out of or in any way connected with your purchase or use of a product or service advertised through the Services.

## **13. Changes to the Terms of Service**

13.1 77Agency may revise these Terms of Service from time to time. Such revised Terms of Service will be made available at [www.allin1social.com/terms](http://www.allin1social.com/terms) and will be notified to you via the affected Services.

13.2 You agree that once you have been notified of the revised Terms of Service, your continued use of the Services will be deemed acceptance of those revised Terms of Service.

## **14. Indemnity**

14.1 You shall defend, indemnify and hold 77Agency harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable fees) arising out of or in connection with your use of the Services and the Content that you make available through the Services.

## **15. Limitation on Liability**

15.1 This section 15 sets out the entire financial liability of 77Agency (including any liability for acts or omissions of its employees, agents, sub-contractors, subsidiaries and affiliates) to you in respect of:

(a) any breach of this Agreement;

(b) any use made by you of the Services or any part of them;

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

15.2 Except as expressly and specifically provided in this Agreement:

(a) you assume sole responsibility for all results, information and data obtained from the use of the Services by you, and for all conclusions drawn, and actions and decisions taken, and for all strategies and advertising campaigns conducted from such use of the Services by you. 77Agency shall have no liability for any damage caused by errors or omissions in any information, documentation, script, webpage or databases provided to 77Agency by you in connection with the Services, or any actions taken by 77Agency at your direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

(c) the Services are provided to you on an "as is" basis.

15.3 Nothing in this Agreement excludes the liability of 77Agency:

(a) for death or personal injury caused by 77Agency's negligence;

(b) for fraud or fraudulent misrepresentation.

15.4 Subject to sections 15.2 and 15.3 above:

(a) 77Agency shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(b) 77Agency's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total amount paid by you for the Services during the 3 months immediately preceding the date on which the claim arose.

## **16. Term and Termination**

16.1 The Agreement shall commence on the date of your acceptance in accordance with section 3 and shall continue until terminated in accordance with this section 16.

16.2 You agree that it is your responsibility to notify PayPal of a termination of the Agreement and 77Agency have no obligation to do so on your behalf.

16.3 This Agreement will terminate with immediate effect if you do not pay the subscription fees in accordance with the subscription rates and payment terms applicable to the Services.

16.4 77Agency may terminate this Agreement by serving not less than 7 days' written notice via the Services to expire at the end of your billing cycle in accordance with the subscription rates and payment terms applicable to the Services.

16.5 Without prejudice to any other rights or remedies to which 77Agency may be entitled, 77Agency may terminate this Agreement at any time if:

(a) you have breached any of the terms of this Agreement;

(b) the party through whom 77Agency offered the Services to you or whose cooperation 77Agency require in order to offer the Services to you has terminated its relationship with 77Agency or has ceased to offer the Services to you;

(c) 77Agency is required to do so by any applicable law or regulation;

(d) 77Agency decides to no longer provide the Services to the jurisdiction in which you are resident or from which you use or access the Services;

16.6 On termination of this Agreement for any reason:

(a) all licences granted under this Agreement shall immediately terminate unless such licence is expressed to survive termination; and

(b) the accrued rights of either you or 77Agency as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

## **17. Force Majeure**

17.1 77Agency shall have no liability to you under these Terms of Service if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of 77Agency or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment, plant or machinery, viruses, fire, flood, storm or default of suppliers or sub-contractors, over intensive use of resources.

## **18. Waiver**

18.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

18.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## **19. Severance**

19.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **20. Entire Agreement**

20.1 This Agreement and any documents referred to or linked to in it constitute the whole agreement between you and 77Agency and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Each of you and 77Agency acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

## **21. Assignment**

21.1 You shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21.2 77Agency may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **22. No Partnership or Agency**

22.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **23. Third Party Rights**

23.1 This Agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **24. Governing Law and Jurisdiction**

24.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

24.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).