

## **Terms and conditions (“Terms”) for use of IRIS’s Website**

**Last Updated: 11 January 2023**

### **1. OVERVIEW**

- 1.1. The website located at <https://iris.audio/> (the “Website”) is copyrighted work belonging to IRIS Audio Technologies Limited (“IRIS”, “us”, “our” and “we”). We are registered in England and Wales under company number 12043620 and have our registered office at Suite 305 50 Eastcastle Street, London, United Kingdom, W1W 8EA.
- 1.2. These terms and conditions, together with the documents referred to in them (the “Terms”) govern your access to and use of the Website, whether as a guest or registered user. Use of our Website includes accessing, browsing, or registering to use our Website.
- 1.3. The following additional terms, which are incorporated by reference into these Terms, also apply to your use of our Website:
  - (a) our [privacy notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us;
  - (b) our [cookie policy](#), which outlines the cookies we use on our Website; and
  - (c) our [terms and conditions for supply of our products](#), which apply to any purchase of Clarity products from our website.
- 1.4. By accessing or using our Website, you acknowledge and agree to be bound by these Terms, and you represent and warrant that you have the right, authority, and capacity to enter into these Terms. If you do not agree to all of the provisions in these Terms, you must not access or use our Website.

### **2. CHANGES TO THESE TERMS**

- 2.1. We amend these Terms from time to time by amending this page. Every time you wish to use our Website, please check this page to take note of any changes we have made. You are responsible for complying with the current version of these Terms.
- 2.2. Your continued use of the Website following the posting for any changes to these Terms constitutes acceptance of those changes. You agree that the Company will not be liable to you or to any third party for any changes to the Website or part thereof.

### **3. ACCESS TO THE WEBSITE**

- 3.1. These Terms will remain in full force and effect while you use the Website. We may suspend or terminate your rights to use the Website, including your Account, at any time for any reason at our sole discretion, including for any use of the Website in violation of these Terms.
- 3.2. We reserve the right (in our sole discretion) to suspend, discontinue or restrict the availability of the Website (or part thereof) for any reason or no reason at all. We will try to give you reasonable notice of any such suspension, discontinuation or restriction. You agree that the Company will not be liable to you or to any third party for any suspension,, discontinuation or restriction of the Website or any part thereof.
- 3.3. We do not guarantee that our Website, or any content in it, will be free from errors or omissions.
- 3.4. You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **4. ACCOUNT AND PASSWORD**

- 4.1. In order to use certain features of the Website, you must register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information.
- 4.2. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify the Company of any unauthorised use, or suspected unauthorised use of your Account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with these requirements.
- 4.3. Upon termination of your rights under these Terms, your Account and right to access and use the Website will terminate immediately.

#### **5. HOW YOU MAY USE MATERIAL ON THE WEBSITE**

- 5.1. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.
- 5.2. We hereby grant you a personal, limited, non-exclusive revocable non-sublicensable and non-transferable right to access and use our Website for your own personal, domestic non-business purposes. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 5.3. If you print off, copy, download, share or repost any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **6. VIRUSES**

- 6.1. We do not guarantee that our site will be secure or free from bugs or viruses. We will not be liable for any loss or damage caused by a virus, bug or other technologically harmful material that may infect your computer equipment, programs, data or other proprietary material due to your use of the Website or to your downloading any content of the WEBSITE, or on any website linked to our Website.
- 6.2. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.
- 6.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **7. RULES ABOUT LINKING TO OUR SITE**

- 7.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 7.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 7.3. You must not establish a link to our Website in any website that is not owned by you.
- 7.4. Our Website must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 7.5. We reserve the right to withdraw linking permission without notice.

## **8. NO RELIANCE ON INFORMATION**

- 8.1. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 8.2. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our site is accurate, complete or up to date.

## **9. LIMITATION OF LIABILITY**

- 9.1. Whether you are a consumer or a business user;
  - (a) nothing in these Terms will be construed as excluding or limiting our liability for: (i) death of personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) any liability which cannot be excluded or limited under applicable law; and
  - (b) different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our [terms and conditions for supply of our products](#).
- 9.2. If you are a business user:
  - (a) we exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it; and
  - (b) we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
    - (i) use of, or inability to use, our Website; or
    - (ii) use of or reliance on any content displayed on our Website.
  - (c) In particular, we will not be liable for:
    - (i) loss of profits, sales, business, or revenue;
    - (ii) business interruption;
    - (iii) loss of anticipated savings;
    - (iv) loss of business opportunity, goodwill or reputation; or
    - (v) any indirect or consequential loss or damage.
- 9.3. If you are a consumer, we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**10. HOW WE MAY USE YOUR PERSONAL INFORMATION**

10.1. We will only use your personal information as set out in our [privacy notice](#).

**11. APPLICABLE LAWS**

11.1. These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We and you hereby irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

11.2. If any provision of these Terms is invalid, illegal or unenforceable, then it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision will be deemed deleted and the remainder of these Terms will remain in full force and effect.

**12. CONTACT US**

12.1. To contact us, please use our [contact us form](#).