



Ahoi.life limited
3 Whalsay Place
Kirkcaldy
KY2 6FQ
(postal address)



Beta Service Terms and Conditions

These are the terms of service (“**Terms**”) for Ahoi.Life Limited (“**we/us/ Ahoi**”) which apply to the use of our Ahoi beta service (“**Service**”) available via our website at www.ahoi.life (“**Site**”).

Ahoi.Life Limited is a limited liability company incorporated and registered in Scotland with company number SC418752 whose registered office is at 7-11 Melville Street, Edinburgh, EH3 7PE.

These Terms form the agreement between us (“**Agreement**”) for the use of the Service. If you do not agree to these Terms, please refrain from using our Site and Service.

Use of the Service

Subject to these Terms your use of the Service shall be for 30 days from the test commencing. However as this is a beta service we cannot guarantee the Service will always be available.

You must keep your password for your use of the Service secure and let us know if that security is breached.

Your use of the Service is strictly for evaluation purposes and is not to be used for any commercial activity, either directly or via any third party.

You agree not to access, store, distribute or transmit any viruses or any material during your use of the Service that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity; or
- in a manner that is otherwise illegal or causes damage or injury to any person or property,

and we may disable your access to the Service if you breach any of these provisions.

Software

The online applications provided by us in relation to the Service (“**Software**”) remain our intellectual property, and you are only entitled to use the Software in connection with the Service.

To the best of our knowledge and belief the use of the Software as permitted under these Terms shall not infringe the intellectual property rights of any third party.

You agree not to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, or to try and reverse engineer



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disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

Warranties

You acknowledge that the Service and Software are in 'beta mode' and are being provided on a free and 'as is' basis. We do not warrant that the use of the Service will be uninterrupted or error-free, and you accept responsibility for the selection of the Service to achieve its intended results and acknowledge that the Service and Software have not been developed to meet your individual requirements.

Other than as expressly stated in these Terms, all other conditions, warranties or other terms which might have effect between us or be implied or incorporated into these Terms are excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

Liability

Except as stated in this section, we shall not be liable for any loss or damage which may be suffered by you in relation to your use of the Service whether the same are suffered directly or indirectly or are immediate or consequential, which fall within any of the following categories:

- special damage;
- loss of profits;
- loss of anticipated savings;
- loss of business opportunity;
- loss of goodwill; or
- loss or corruption of data.

Except as stated in this section, our total liability to you in connection with these Terms and the use of the Service shall in no circumstances exceed the sum of £100.

The above restrictions on our liability in this section do not apply, and we do not seek to exclude our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which may not be excluded by law.

Your Data

As between you and Ahoi, you shall own all right, title and interest in the data you input when using the Service ("**Your Data**") and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of it.



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If we process any personal data on your behalf in relation to providing the Service then you and we record our intention that you shall be the data controller and we shall be a data processor in accordance with UK data protection legislation, and in any such case:

- you shall ensure you are entitled to disclose the relevant personal data to us so that we may lawfully use, process and transfer it in relation to providing the Service to you;
- you shall ensure that any relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- we shall process the personal data only in accordance with these Terms and any lawful instructions reasonably given by you from time to time; and
- we shall both take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

Termination

We may terminate the Agreement without cause by giving written notice no less than one (1) months written notice to you, and termination shall occur on expiry of that notice.

Either of us may terminate this Agreement with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- the other party is insolvent.

General

If we choose to waive any particular right we have under the Agreement on any particular occasion this does not prevent us from exercising that right on another occasion.

If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.

You are not entitled to transfer or assign your rights and obligations under the Agreement to anyone else without our prior written permission.

If there are any disputes arising out of your use of the Site or relating to the Agreement then these will be governed by the laws of Scotland and subject to the non-exclusive jurisdiction of the Scottish Courts.