



TERMS OF SERVICE

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DEFINITIONS

For the purposes of these Terms and Conditions (“Terms”):

- **Company:** Verdax Limited (“we,” “us,” or “our”), registered in the United Kingdom at 71-75 Shelton Street, London WC2H 9JQ.
- **Services:** The website (<https://www.verdax.co.uk>), the mobile application Aris (the “App”), and any related products, services, or content linked to or referenced in these Terms.
- **Content:** All text, images, software, data, and other material provided on or through the Services.
- **User/You:** Any individual or entity that uses or accesses the Services.
- **Subscription:** Any paid service or recurring payment plan available through our Services.
- **Contributions:** Any content that you post, upload, or otherwise submit to the Services (including comments, reviews, and feedback).

INTRODUCTION AND AGREEMENT

We are Verdax Limited ('**Company**', '**we**', '**us**', or '**our**'), a company registered in the United Kingdom at 71-75 Shelton Street, London WC2H 9JQ.

We operate the website <https://www.verdax.co.uk> (the '**Site**'), the mobile application Aris (the '**App**'), as well as any other related products and services that refer or link to these legal terms (the '**Legal Terms**') (collectively, the '**Services**').

You can contact us by email at info@verdax.co.uk or by mail to 71-75 Shelton Street, London WC2H 9JQ, United Kingdom.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('**you**'), and Verdax Limited, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by info@verdax.co.uk, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

1. ABOUT OUR SERVICES

Our Services are provided for users who are at least 18 years old. They are intended only for lawful use and for the purposes for which we make them available. Users accessing our Services from jurisdictions where use may be restricted or regulated are responsible for compliance with local laws.

Note: Our Services are not tailored for industries regulated by laws such as HIPAA, FISMA, or the Gramm-Leach-Bliley Act.

2. INTELLECTUAL PROPERTY

Our Rights

We own or license all intellectual property rights in our Services, including the Content and our trademarks (“Marks”). These rights are protected by copyright, trademark, and other laws.

Your License to Use

Subject to your compliance with these Terms and the limitations noted below, we grant you a non-exclusive, non-transferable, revocable license to:

- Access and use the Services.
- Download or print any Content to which you have lawful access, for personal or internal business use only.

You may not:

- Reproduce, distribute, or otherwise exploit our Content or Marks for commercial purposes without our written permission.
- Remove or alter any copyright or proprietary notices.

Any unauthorized use constitutes a breach of these Terms and may result in termination of your access.

3. USER REPRESENTATIONS AND REGISTRATION

User Representations

By using our Services, you represent and warrant that:

- All information you provide is true, accurate, and up-to-date.
- You have the legal capacity to enter into these Terms.
- You are not using the Services through automated or non-human means.
- Your use of the Services will not violate any applicable law.

If any information you provide is inaccurate, we may suspend or terminate your account.

Registration

Some parts of our Services require registration. You are responsible for maintaining the confidentiality of your password and account information. We reserve the right to change or remove usernames we find objectionable.

4. SUBSCRIPTIONS

This section explains how our subscription-based services work.

5.1 Billing and Renewal

- **Automatic Renewal:** Your subscription will automatically renew at the end of each billing cycle unless cancelled.
- **Recurring Charges:** By subscribing, you consent to our charging your chosen payment method on a recurring basis.
- **Billing Cycle:** The length of each billing cycle depends on the plan you select.

Payments are processed securely through third-party providers. We do not store full payment details.

5.2 Free Trial and Subscription Activation

- **Free Lesson:** You may access the first lesson free of charge without entering payment details.
- **Activation:** To access Lesson 2 and beyond, you must provide payment details and subscribe. Your subscription activates immediately upon payment, granting full access to the selected features.

5.3 Cancellation

- **How to Cancel:** Log in to your account and follow the cancellation instructions.
- **Timing:** Cancellation takes effect at the end of the current paid term. You will not be billed again after cancellation.

- **Refunds:** No refunds are provided for any remaining time in the current billing cycle. For questions, email us at info@verdax.co.uk.

5.4 Refund Policy

Payments are final, except in cases of:

- Accidental duplicate charges due to technical issues.
- Prolonged service failure (determined to be our fault) that prevents access to paid content.
- Unauthorized transactions reported within 14 days of billing.

Submit refund requests to info@verdax.co.uk. Refunds are handled on a case-by-case basis.

5.5 Failed Payments and Account Suspension

- **Notification:** If a payment fails (due to an expired card, insufficient funds, etc.), you will be notified.
- **Grace Period:** You have 7 days to update your payment details.
- **Consequences:** Failure to update may lead to account suspension, restrictions, or permanent termination.

5.6 Fee Changes

- **Advance Notice:** We will notify you at least 30 days in advance of any fee changes.
- **Next Renewal Date:** Changes take effect at your next renewal.
- **Opting Out:** If you do not agree with new pricing, cancel your subscription before the renewal date.

5.7 Chargebacks and Billing Disputes

- **Dispute Process:** If you believe you were incorrectly charged, contact us within 14 days.
- **Consequences:** Initiating a chargeback without contacting us may result in account suspension and additional processing fees.

5. PROHIBITED ACTIVITIES

You agree not to misuse our Services. Prohibited actions include, but are not limited to:

- Systematically scraping or compiling data from the Services without permission.
- Defrauding or misleading us or other users.
- Circumventing or disabling security features.
- Harassing or harming other users or our staff.
- Uploading viruses or spam.

- Reverse-engineering, decompiling, or modifying our software.
- Creating accounts under false pretenses or impersonating others.
- Unauthorized commercial use of the Services.

Violation of these rules may result in immediate termination of your access.

6. USER GENERATED CONTENT AND CONTRIBUTIONS

Contributions and Submissions

By submitting any content (questions, comments, reviews, etc.) to our Services, you:

- Grant us an irrevocable, worldwide, royalty-free license to use, modify, distribute, and display such content.
- Represent that you have the necessary rights to submit the content.
- Agree not to submit content that is unlawful, harmful, or infringes on the rights of others.

Our Rights Regarding Contributions

We may remove or edit any contributions at our discretion without notice if we determine that they violate these Terms or are otherwise harmful.

7. GUIDELINES FOR REVIEWS

When leaving reviews:

- **Eligibility:** Ensure you have firsthand experience.
- **Content:** Reviews must not be offensive, discriminatory, or misleading.
- **Independence:** Do not post reviews if you are affiliated with competitors, especially if negative.
- **No Campaigns:** Do not encourage others to post reviews.

We reserve the right to remove any reviews that do not comply with these guidelines. Posting a review grants us the right to use and display it as described in these Terms.

8. MOBILE APPLICATION LICENCE

Use Licence

If you use our App:

- You are granted a limited, non-transferable licence to install and use the App on your personal device.
- You may not reverse-engineer, modify, or create derivative works from the App.
- You must not remove any proprietary notices from the App.

Specific Terms for Apple and Android Devices

- The App is provided under the terms of the respective App Distributor (Apple Store or Google Play).
- Maintenance and support for the App are subject to the App Distributor's policies.
- Any warranty claims for the App should be made directly with the App Distributor.

9. THIRD-PARTY WEBSITES AND CONTENT

Our Services may include links to third-party websites or content. We are not responsible for:

- The content, accuracy, or policies of third-party websites.
- Any transactions you may conduct on third-party websites.

If you access third-party sites through our Services, please review their respective terms and privacy policies.

10. SERVICES MANAGEMENT

We reserve the right to:

- Monitor the Services for breaches of these Terms.
- Take legal action against users who violate these Terms.
- Restrict, suspend, or disable your access if necessary.
- Remove or disable excessive or burdensome content.

Our management actions are intended to protect our rights and ensure the proper functioning of the Services.

11. PRIVACY

Please review our [Privacy Policy](#) to understand how we handle your personal data. By using our Services, you consent to the processing of your data in accordance with our Privacy Policy. Note that our Services are hosted in the United Kingdom.

12. COPYRIGHT INFRINGEMENT

If you believe that any Content on our Services infringes your copyright, please contact us immediately at info@verdax.co.uk. Include all necessary details in your notice, as you may be liable for damages if you misrepresent any facts.

13. TERM AND TERMINATION

These Terms remain in effect as long as you use our Services. We reserve the right to:

- Deny access to our Services or terminate accounts at our discretion and without notice if you breach these Terms.
- Delete your account and any associated Content without warning.

Upon termination, you may not create a new account under your name or using another's identity.

14. MODIFICATIONS AND INTERRUPTIONS

We may change, revise, suspend, or discontinue any aspect of our Services at any time without notice. We do not guarantee continuous or uninterrupted access and are not liable for any downtime or disruptions.

15. GOVERNING LAW

These Terms are governed by the laws of the United Kingdom. If you are a consumer in the EU, you retain any additional protections provided under your local law. Disputes will be resolved in the courts of the United Kingdom.

16. DISPUTE RESOLUTION

Informal Negotiations

Before initiating formal dispute resolution, the Parties agree to attempt to resolve disputes informally by negotiating in good faith for at least 30 days following written notice.

Binding Arbitration

Any disputes that cannot be resolved informally will be submitted to binding arbitration:

- **Arbitrator:** One arbitrator selected per the rules of the European Centre of Arbitration.

- **Location:** The arbitration will be held in London, United Kingdom.
- **Language:** Proceedings will be conducted in English.
- **Individual Claims:** Claims must be brought on an individual basis; class actions are not permitted.

Exceptions

Disputes concerning intellectual property rights, theft, piracy, privacy, or claims for injunctive relief are excluded from this arbitration process and may be brought in court.

17. CORRECTIONS

We may correct errors or omissions in the Services without prior notice. This includes any inaccuracies in descriptions, pricing, or availability.

18. DISCLAIMER OF WARRANTIES

The Services are provided "AS IS" and "AS AVAILABLE." We disclaim all warranties, whether express or implied, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Accuracy or completeness of the Content.
- Any responsibility for interruptions, errors, or security breaches.

We are not liable for any products or services offered by third parties through the Services.

19. LIMITATION OF LIABILITY

In no event shall we or our affiliates be liable for any direct, indirect, incidental, special, or consequential damages arising from your use of the Services. Our total liability, whether in contract, tort, or otherwise, shall be limited to the amount you paid us in the six months preceding the claim.

Some jurisdictions may not allow these limitations; if so, certain liability limitations may not apply to you.

20. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless from any claims, damages, liabilities, costs, or expenses (including legal fees) arising from:

- Your use of the Services.
- Any breach of these Terms.
- Your Contributions or any violation of the rights of others.

We may, at your expense, assume the exclusive defense and control of any claim subject to your indemnification obligation.

21. USER DATA

We maintain data transmitted through the Services for performance and operational purposes. While we perform regular backups, you are responsible for maintaining your own backups of any data you provide. We are not liable for any data loss or corruption.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By using our Services, you consent to receive communications electronically (via email and through the Services). Electronic signatures, contracts, and records have the same legal effect as their paper counterparts.

23. CALIFORNIA USERS AND RESIDENTS

If you are a California resident and have a complaint that is not resolved to your satisfaction, you may contact the Complaint Assistance Unit of the Division of Consumer Services, California Department of Consumer Affairs, at:

- **Address:** 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834
- **Telephone:** (800) 952-5210 or (916) 445-1254

24. MISCELLANEOUS

- **Entire Agreement:** These Terms constitute the entire agreement between you and us and supersede all prior agreements.

- **Waiver:** Failure to enforce any provision of these Terms does not constitute a waiver of our right to later enforce that provision.
- **Severability:** If any part of these Terms is found to be unenforceable, the remainder will continue in full force.
- **Assignment:** We may assign our rights and obligations under these Terms at any time.
- **No Partnership:** These Terms do not create any partnership, joint venture, or agency relationship between you and us.
- **Construction:** These Terms shall not be construed against us merely because we drafted them.

25. CONTACT US

For any questions or to report any issues related to these Terms or our Services, please contact us at:

Verdax Limited

71-75 Shelton Street

London WC2H 9JQ, United Kingdom

Email: info@verdax.co.uk

By continuing to use our Services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.