
TERMS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Paid Content, is sold by Us to consumers through this website, 9walks2.download (“Our Site”). Please read these Terms of Sale carefully and ensure that you understand them before purchasing. You will be required to read and accept these Terms of Sale when placing an order. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to make a purchase and access Paid Content through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

- 1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“ Contract ”	means a contract for the purchase of Paid Content, as explained in Clause 4;
“ Paid Content ”	means the digital content sold by Us through Our Site;
“ We/Us/Our ”	means 9walks2.download of 7 Imperial Avenue, Gedling, Nottingham, UK.

2. Information About Us

- 1.1 Our Site, 9walks2.download, is owned and operated by 9walks2.download of 7 Imperial Avenue, Gedling, Nottingham, UK.
- 1.2 Telephone: 07434 703181.
- 1.3 Email: admin@9walks2.download

3. Paid Content, Pricing and Availability

- 1.1 We make all reasonable efforts to ensure that all descriptions of Paid Content available from Us correspond to the actual Paid Content that you will receive.
- 1.2 Please note that sub-Clause 3.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor discrepancies. Please refer to Clause 8 if the Paid Content is incorrect.
- 1.3 We may from time to time change Our prices. Changes in price will not affect any Paid Content that you have already purchased but will apply to any subsequent purchases.
- 1.4 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 1.5 Where any updates are made to Paid Content, that Paid Content will continue

to match Our description of it as provided to you before you purchased the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.

- 1.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 3.9 regarding VAT, however).
- 1.7 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Paid Content at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond.
- 1.8 If We discover an error in the price or description of your Paid Content after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error.
- 1.9 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

4. Orders – How Contracts Are Formed

- 1.1 Our Site will guide you through the process of purchasing Paid Content. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 1.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your order. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 1.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Paid Content constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that we have accepted it. Our acceptance is indicated by Us sending you a Confirmation by email. Only once We have sent you a Confirmation will there be a legally binding Contract between Us and you.
- 1.4 Confirmations shall contain the following information:
 - 4.a.1 Your Order ID;
 - 4.a.2 Confirmation of the Paid Content ordered including details of the main characteristics of the Paid Content;
 - 4.a.3 Confirmation that the Paid Content will be made available to you immediately (via email) and a link to the download page will be sent (to the same email address) which will show the number of download attempts available to you (3) and the period during which these are available (7 days).

- 1.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 calendar days.
- 1.6 Any refunds under this Clause 4 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 1.7 Refunds under this Clause 4 will be made using the same payment method that you used when purchasing your Paid Content.

5. Payment

- 1.1 Payment for Paid Content must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Confirmation (this usually occurs immediately and you will be shown a message confirming your payment).
- 1.2 We accept the following methods of payment on Our Site:
Paypal

6. Provision of Paid Content

- 1.1 Paid Content appropriate will be available to you immediately when We send you a Confirmation and will continue to be available for the period of time stated in the Confirmation.
- 1.2 When you place an order for Paid Content, you will be required to expressly acknowledge that you wish the Paid Content to be made available to you immediately. You will also be required to expressly acknowledge that by accessing (e.g. downloading or streaming) the Paid Content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see sub-Clause 9.1 for more information.
- 1.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
 - 3.a.1 To fix technical problems or to make necessary minor technical changes;
 - 3.a.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
- 1.4 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 6.3, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform you as soon as reasonably possible after suspension).
- 1.5 Any refunds under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 1.6 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Paid Content.

7. Licence

- 1.1 When you purchase Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for personal, non-commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).
- 1.2 The licence granted to you under sub-Clause 7.1 is subject to the following usage restrictions and/or permissions:
 - 2.a.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

8. Problems with the Paid Content

- 1.1 By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
 - 1.a.1 If the Paid Content has faults, you will be entitled to a repair or a replacement.
 - 1.a.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
 - 1.a.3 If you can demonstrate that the fault has damaged your device or other digital content belonging to you because We have not used reasonable care and skill, you may be entitled to a repair or compensation. Please refer to sub-Clause 11.3 for more information.
- 1.2 If there is a problem with any Paid Content, please contact Us at admin@9walks2.download or visit the contact page on Our Site.
- 1.3 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 1.4 Refunds under this Clause 8 will be made using the same payment method that you used when purchasing your Subscription.
- 1.5 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

9. Cancelling Your Contract

- 1.1 If you are a consumer in the European Union, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.
- 1.2 As part of the ordering process, the customer will be presented with a checkbox asking them to give their express consent for the supply of Paid Content to begin within the "cooling-off" period. They must acknowledge that by doing so they will lose the right to cancel. The order will not proceed without this consent being granted.

10. Your Other Rights to End the Contract

- 1.1 If there is a risk that availability of the Paid Content will be significantly delayed because of events outside of Our control, you may end the Contract immediately. If you end the Contract for this reason, We will issue you with a full refund.
- 1.2 If We inform you of an error in the price or description of the Paid Content and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a full refund.
- 1.3 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 1.4 Refunds under this Clause 10 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment method that you used when purchasing your Paid Content.
- 1.5 If you wish to exercise your right to cancel under this Clause 10, you may do so in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:
 - 5.a.1 Telephone: 07434 703181;
 - 5.a.2 Email: admin@9walks2.download;
 - 5.a.3 Post: 7 Imperial Avenue, Gedling, Nottingham, UK;in each case, providing Us with your name, address, email address, telephone number, and the order ID.

11. Our Liability to Consumers

- 1.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 1.2 Our Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 1.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content (including but not limited to Paid Content) from Our Site damages your device or other digital content belonging to you, We will either repair the damage or pay you appropriate compensation. Please note that We will not be liable under this provision if:
 - 3.a.1 We have informed you of the problem and provided a free update designed to fix it, but you have not applied the update; or

- 3.a.2 The damage has been caused by your own failure to follow Our instructions; or
- 3.a.3 Your device does not meet any relevant minimum system requirements that We have made you aware of before you purchased your Subscription.
- 1.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 1.5 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

12. Contacting Us

- 1.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 07434703181, by email at admin@9walks2.download, or by post at 7 Imperial Avenue, Gedling, Nottingham, UK.

13. Complaints and Feedback

- 1.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

14. How We Use Your Personal Information (Data Protection)

- 1.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- 1.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy and Cookie Policy.

15. Other Important Terms

- 1.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 1.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 1.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those

provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

- 1.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 1.5 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements.

16. Law and Jurisdiction

- 1.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 1.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 1.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 1.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non exclusive jurisdiction of the courts of England & Wales, Northern Ireland or Scotland.

This Policy was last updated 1st October 2018