

TERMS OF USE FOR COUNT DUCKULA LOCK SCREEN APP

IconLogin's Lock Screen Apps should only be installed by people aged 18 and over. We do not knowingly collect or solicit any information from anyone under the age of 18 or knowingly allow such persons to download or use Our Lock Screen Apps. If you have any questions please contact cdlockscreen@iconlogin.com.

1. ABOUT US

IconLogin's Lock Screen application ("App") is operated by IconLogin Limited (**We/ Us/ Our**), a private company limited by shares, incorporated and registered in England and Wales with company number 07862679 whose registered office is at Blythe Farm, Mill Street, Sandy, Bedfordshire, SG19 3JW, United Kingdom.

2. INTRODUCTION

2.1 These terms and conditions ("**Terms of Use**") constitute an agreement between you and Us regarding the terms on which you may use the App and the images, logos and photographs that are incorporated into and form part of the App ("**Licensed Images**").

2.2 Please read these Terms of Use and Our privacy policy, available [here](#) ("**Privacy Policy**") very carefully. You acknowledge and agree that by clicking on "Accept Terms & Conditions", you signify that you have read, understood, and agree to be bound by these Terms of Use and Our Privacy Policy. If you do not accept these Terms of Use or Our Privacy Policy, you are not permitted to use the App and you must remove it from your device immediately.

We recommend that you save or print a copy of these Terms of Use for future reference see [here](#).

2.3 Any terms you have with your respective mobile network provider ("**Mobile Provider**") continue to apply and you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App and any third party charges as may from time to time arise. You will be solely responsible for any costs and other charges or expenses charged by your internet service provider or network operator and any other third party provider in relation to your internet service, your mobile service and any use of the App including the downloading of any of the Licensed Images. In the event you are not the bill payer for the device being used to access the App, you will be assumed to have obtained permission from the relevant bill payer for downloading and using the App.

2.4 If you download the App onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms of Use, whether or not you own the device.

2.5 ***While all of these Terms of Use are important, you should pay particular attention to:***

- (a) ***the conditions of use the App as set out in section 8;***
- (b) ***when We may terminate these Terms of Use as set out in section 22;***
- (c) ***the disclaimer as set out in section 6; and***
- (d) ***Our liability to you as set out in section 14.***

3. REGISTRATION

3.1 The App is owned and managed by Us. All information supplied through the App is managed by Us.

3.2 We can be contacted by writing to IconLogin Limited, Blythe Farm, Mill Street, Sandy, Bedfordshire, SG19 3JW, United Kingdom or by email at cdlockscreen@iconlogin.com.

3.3 You acknowledge and agree that the information provided by you to Us is true, accurate and correct.

4. TECHNICAL REQUIREMENTS

4.1 In order to install (but not use) the App, you are required to have internet access and a device with the necessary minimum specifications, which are currently:

(a) Android OS devices running Android OS 4.1 upwards or otherwise stipulated from time to time by Us and device screen size 4.6" to 10.5"; and

(b) Language: English.

4.2 You must ensure that your device contains adequate anti-virus protection and any appropriate firewall protections to prevent unauthorised access and use.

We reserve the right to upgrade versions of the App available from time to time to alter functionality of the App. This may require you to update, at your own cost, the functionality of other compatible software in order to ensure compatibility with the App.

5. THE APP

5.1 The App lets you lock/ unlock your Android device using a sequence of 4 Licensed Images ("Picture Password"). The Picture Password will be chosen by you from the 12 Licensed Images that make up each keypad. .

5.2 In the event that you cannot remember your Picture Password as required to access your device you will be able to reset it by answering control questions or carrying out a combination of button pressing on your device. The reset method will be chosen when you first install the App on your Android device.

6. DISCLAIMER

You warrant that you will not disclose your Picture Password to any third party at any time for any reason. Should you elect to disclose your Picture Password to a third party any loss or damage that you suffer will be classified as unforeseeable in accordance with section 14.1 and We are not responsible for such loss or damage.

7. AVAILABILITY

7.1 We will use reasonable endeavours to ensure that the App and the Licensed Images are available for download. However, the App and the Licensed Images are provided over the internet and mobile networks and so their operation and availability may be affected by factors outside of Our control at any time for any reason. We do not guarantee that use of or access to the App or the Licensed Images will always be available and/ or uninterrupted. The App will be available on the Google Play Store for the duration of a valid License agreement that We have with the Licensor.

8. CONDITIONS OF USE

8.1 In return for your agreeing to comply with these Terms of Use you may:

(a) download the App onto a device and view, use and display the App on the device for your personal purposes only;

- (b) use any related documentation to support use of the App as permitted by these Terms of Use; and
- (c) receive updates to the software code of the App via the Google Play Store - these may incorporate patches and corrections of errors as We may provide to you.

8.2 Your right to use the App is personal to you. You may not otherwise transfer the App to anyone else for any reason. If you sell or give away any device on which the App is installed, you must remove the App from it first.

8.3 The ways in which you can use the App may also be governed the Google Play Store. In the event of a conflict between these Terms of Use and the terms of Google Play Store, the terms of the Google Play Store shall take priority with the exception of Our age restriction limiting use of the App to people who are at least 18 years or older.

9. RESTRICTIONS

9.1 Unless you have requested and received Our prior written consent or unless expressly permitted in these Terms of Use, you must not:

- (a) copy the App except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- (b) modify or translate the App in whole or in part, or combine or merge the App with any other object code or program;
- (c) reverse engineer, decompile, disassemble, reduce the object code of the App to source code form or create (or attempt to create) derivative works based on the whole or any part of the App, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
 - (i) is not disclosed or communicated without Our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - (ii) is not used to create any software that is substantially similar in its expression to the App;
 - (iii) is kept secure; and
 - (iv) is used only for the Permitted Objective;
- (d) distribute, sub-license, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the App or your right to use the App;
- (e) remove, modify, block, disable, obscure or impair any copyright, trademark, images, photographs or other proprietary notices, material or advertising belonging to Us, Our Licensors or other third parties contained within the App;
- (f) the Licensed Images may only be used as part of the App and may not be used independently.
- (g) incorporate the App into another service or website or make it available via framing or mirrors;

- (h) extract any data or metadata from the App nor create any index or database incorporating any part of it;
- (i) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any part of the App or enforce limitations on use of the App, in each case other than to exercise your rights under sections 9.1(a) and 9.1(c);
- (j) do anything that may cause damage to the App;
- (k) carry out any harmful or illegal activities using the App; or
- (l) use the App in any manner not expressly authorised by these Terms of Use.

10. ACCEPTABLE USE

10.1 You must:

- (a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or into any operating system);
- (b) not infringe any rights (including intellectual property rights) belonging to Us or any third party in relation to your use of the App;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- (d) not use the App in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users;
- (e) comply with any applicable third party terms and conditions in respect of your use of the App; and
- (f) not collect or harvest any information or data from Our App or attempt to decipher any code embedded in Our App.

11. FEES

Alternative keypads may be made available via In-App purchasing. All transactions are handled via your Google Play Store account and will be subject to their terms and conditions.

12. LICENSED IMAGES

12.1 The Licensed Images may be trademarks or copyright images owned by Us or third parties. The Licensed Images include each of the images used as buttons in the keypad as well as logos and other images in the App, on Our website and in related documentation. The term Licensed Images also includes any part of any of the Licensed Images, or any assemblage, deviation, manipulation, modification, screen print or copy of, or derivative work based on or including any of the Licensed Images.

12.2 The Licensed Images may only be used as part of the App and may not be used independently.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All intellectual property rights in the App and related documentation throughout the world belong to Us and/ or Our Licensors and the rights in the App are licensed (not sold) to you.

You have no intellectual property rights in, or to, the App or related documentation other than the right to use them in accordance with these Terms of Use.

14. OUR LIABILITY

- 14.1 If We fail to comply with these Terms of Use, We are responsible for loss or damage you suffer that is a foreseeable result of Our breaking these Terms of Use or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms of Use, both We and you knew it might happen.
- 14.2 Circumstances where loss or damage is not foreseeable includes but shall not be limited to:
- (a) any use of the App in a manner that We do not authorise;
 - (b) terminating, suspending or restricting use of the App in accordance with these Terms of Use;
 - (c) Our removal of the App from the Google Play Store for whatever reason;
 - (d) any loss or damage caused by Us in circumstances where there is no breach of contractual obligation or legal duty owed to you by Us;
 - (e) any loss or damage (including to any device or content belonging to you) caused by Us to the extent that such loss or damage results from your negligence, your failure to follow Our reasonable instructions or any other breach of these Terms of Use (or any other contract you have in place with Us), unless We were in breach of a legal obligation or duty of care owed to you by Us and that breach is the substantial cause of the loss or damage;
 - (f) any loss or damage caused by any error, bugs or viruses arising in your use of the App that are not directly caused by or attributable to the App, or any incompatibility of the App with any other software, hardware or material on your device; and
 - (g) any breach of section 6 by you
 - (h) occasions where you cannot obtain good internet access/ WiFi and you have been locked out of the device, since you cannot remember the reset button combination or the answers to your security questions.
- 14.3 Nothing in these Terms of Use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law.
- 14.4 The App is for domestic and private use. If you use the App for any commercial, business or resale purpose We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.5 The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the Google Play Store and in the related documentation) meet your requirements.
- 14.6 If Our provision of support for the App is delayed by an event outside Our control then We will contact you as soon as possible to let you know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event but you may terminate these Terms of Use by ceasing to use the App and deleting or removing it from your device.
- 14.7 The App, which is available on the Google Play Store, is controlled and offered by Us from Our facilities in United Kingdom. The distribution of the App via the Google Play Store is

governed by their rules with which We must comply. There are some locations where Apps with paid for In-App purchasing products are not permitted and therefore in those locations the App will not be visible to registered Google Play Store users registered in those locations.

- 14.8 We may discontinue licensing any of the Licensed Images at any time at Our sole discretion. In this instance you will be able to continue to use the App with the Licensed Images, while it remains installed on your device but it will no longer be available on the Google Play Store and accordingly We will not accept any liability for you no longer being able to download the App or obtain support from Us.

15. YOUR PRIVACY

- 15.1 We only use any personal data We collect through your use of the App in the ways set out in Our Privacy Policy which can be found [here](#).
- 15.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 15.3 By using the App, you agree to Us collecting and using technical and usage information about the devices you use the App on and related software, hardware and peripherals to improve Our products.

16. THIRD PARTY WEBSITES

- 16.1 You acknowledge that the App may contain links to third party websites (whether by way of advertisements or otherwise) that are not owned or controlled by Us. Such links are provided for your reference only. We do not control such websites and are not responsible for the contents or your use of them, and as a result We do not accept responsibility for the availability, suitability, reliability or content of such third party websites.
- 16.2 Our inclusion of such hyperlinks in the App does not imply any endorsement of the material or the views expressed within them.

17. SUPPORT

- 17.1 If you think the App is faulty or misdescribed or wish to contact Us for any other reason please email Our customer service team at cdlockscreen@iconlogin.com or call them on **+44 20 7720 8000**.
- 17.2 If We have to contact you We will do so by email using the contact details you have provided to us.
- 17.3 We may discontinue licensing any of the Licensed Images at any time at Our sole discretion. In this instance you will be able to continue to use the App with the Licensed Images while it remains installed on your device but it will no longer be available on the Google Play Store and will no longer be supported by us.

18. ADVERTISING AND MONETISATION

- 18.1 You acknowledge that the App and the Licensed Images may, in the future, be supported by advertising revenues and We may place advertising, promotions or sponsored content on the App or on, about, or in conjunction with the Licensed Images. You acknowledge that We may not always identify advertising, promotions and sponsored content and the manner, mode and extent of such advertising, promotions and sponsored content is subject to change without notice to you. We may at Our sole discretion provide the ability to pay to remove advertisements via the settings menu within the App.

19. CHANGES TO THE APP

- 19.1 From time to time and at Our sole discretion We may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively We may ask you to update the App for these reasons.
- 19.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.
- 19.3 Subject to your compliance with these Terms of Use the App will always work with the versions of the operating system as defined in 4.1 (a) (as it may be updated from time to time).

20. CHANGES TO THESE TERMS OF USE

- 20.1 These Terms of Use may only be modified with Our prior written consent. We may alter or amend these Terms of Use, including introducing new Terms of Use that are: (i) the result of a change in the law or Our business; (ii) necessary for the provision of the App or (iii) the result of any improvements to the App.
- 20.2 We are under no obligation to notify you of any changes to these Terms of Use that result in minor adjustments or corrections to these Terms of Use.

21. TRANSFER OF RIGHTS

- 21.1 We may transfer Our rights and obligations under these Terms of Use to another organisation. We will ensure that any transfer will not affect your rights under these Terms of Use.
- 21.2 You may only transfer your rights or your obligations under these Terms of Use to another person if We agree in writing.

22. TERMINATION

- 22.1 These Terms of Use apply from when you click "Accept Terms & Conditions" in the App and will remain in full force and effect while you have the App installed on your device.
- 22.2 We may terminate these Terms of Use if:
- (a) We consider that you have used the App in violation of these Terms of Use;
 - (b) in Our reasonable opinion, We believe there has been unauthorised access to the App;
 - (c) We, at Our sole discretion, decide to withdraw the App (whether in whole or in part);
 - (d) We have a legal or regulatory obligation imposed on us, which impacts Our ability to provide the App;
 - (e) Our Licensor terminates Our right to use their Licensed Images in the App; or
 - (f) We replace these Terms of Use with new Terms of Use which We may do at Our sole discretion at any time.
- 22.3 We may discontinue licensing any of the Licensed Images at any time at Our sole discretion. In this instance you will be able to continue to use the App with the Licensed Images, but it will no longer be available on the Google Play Store and will no longer be supported by us.

- 22.4 You can terminate these Terms of Use by ceasing to use the App and deleting or uninstalling it from your device.
- 22.5 Upon termination for any reason:
- (a) all rights granted to you under these Terms of Use cease;
 - (b) you must cease all activities authorised by these Terms of Use; and
 - (c) you must uninstall the App from your device.

23. GENERAL

- 23.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to allow anyone other than you or Us to enforce any term of these Terms of Use or of the Privacy Policy.
- 23.2 Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that you do anything you are required to do under these Terms of Use, or if We delay in taking steps against you in respect of your breaching these Terms of Use, that will not mean that you do not have to do those things and it will not prevent Us taking steps against you at a later date.
- 23.3 These Terms of Use are governed by English law (including non-contractual disputes or claims) and you can bring legal proceedings in respect of these Terms of Use and the App in the English courts.
- 23.4 If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the relevant provision shall be deemed modified to the minimum extent necessary to make it valid, and the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Use which will remain in full force and effect.
- 23.5 Without prejudice to any other rights or remedies that We may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these Terms of Use by you. Accordingly, We shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Terms of Use.
- 23.6 To contact us, please email cdlockscreen@iconlogin.com.