

Terms of use

These terms relate to the use of Vegetable Maths Masters mobile application ("**the Application**"). The Application is provided by academics at Aston University ("**we**" or "**us**").

Your use of the Application will be subject to the terms outlined below, by using these services you agree to be bound by them. We reserve the right to change and amend these terms in the future. These terms were created on 27th June 2018.

Intellectual property

All intellectual property rights for the contents of the graphics, text, software and sound contained in the Application are owned by us or our associates. Nothing in these terms gives you rights over our intellectual property. In the event you print, copy or store any information from the Application you must ensure that any copyright is acknowledged.

The Application

The Application may only be downloaded and used on a device owned or controlled by you and using the Android OS or Apple iPhone OS. To use the application you need internet access and minimum software iOS9 + or Android 4+;

By using the Application you understand and agree that neither Android nor Apple have any obligation to provide any support or maintenance services in relation to the Application. Whilst we will make reasonable efforts to make the Application available, you understand that the Application is provided over the internet and mobile networks and its availability may be alter according to factors outside of our control;

Although these terms of use are agreed between you and us (and not Android or Apple), Android or Apple, as a third party beneficiary, have the right to impose these terms.

Content and its intended use

We may change the content of the Application from time to time. Whilst we will endeavour to ensure that all information contained in the Application is correct, we cannot guarantee that it will always be. We cannot guarantee that any content of the Application will be free from code or viruses. You are responsible for ensuring appropriate IT safeguards.

Accessing and operating the Application

You are responsible for ensuring that your mobile device meets the necessary technical specifications to run the Application. The Application is only designed and for use on a device owned or used by you and using the Android OS or Apple iPhone OS. You must make sure that you use a suitable device to access and use

the Application. We cannot assure the continuous, uninterrupted or error-free use of the Application. There may be occasions when all of, or features, of the Application are unavailable or are updated, suspended or removed by us. We have sole discretion to update and amend the Application without prior notice.

By agreeing to these terms of use you agree that we are not liable to you or any third party for any inaccessibility, updates, disruption or withdrawal of the Application or any of its parts.

What you are permitted and not permitted to do

Subject to the terms of use, you may download, display and play with content from the Application on a mobile device, and store the Application in an electronic format.

You are not permitted to;

- Assert ownership or rights over any material contained in the Application
- Change or remove any content of Application, interfere with the working of the Application or evade the security of the Application
- Use the Application in any illegal manner or in a manner which encourages illegal activity (including copyright infringement); or use the Application in an irresponsible way that might damage our reputation or that of any of our associates
- Attempt to gain unauthorised access to the Application or any networks or computer systems connected to the Application; adapt, translate or engineer any part of the Application without out express permission

You may only use Application in agreement with these terms of use. All rights permitted to you will cease immediately if you are in breach of the terms.

Data Protection

No personal data will be processed when you use the Application.

General

In no event will we be liable for any losses or damages arising out of your use of the Application. We are not liable for any damage or alteration to your equipment as a result of the installation of the Application or use of the Application.

These terms are governed by English law, and you agree that any dispute between us regarding the terms or the Application will only be dealt with by the English courts.

Contacting us

For questions about the terms of use or conditions or problems concerning the Application email c.farrow@aston.ac.uk