

Welcome to Cheer We Go! These Terms and Conditions set out the terms under which you may use Cheer We Go. You must carefully read and ensure that you understand them. It will be deemed that you agree to comply with and be bound by these Terms upon your first use.

1. **Definitions and Interpretation:** In these Terms and Conditions, the following expressions have the following meanings:
 - “CEO” means Chief of Everything Organiser and is the person organising a Cheer We Go Voice Note Collection;
 - “a Cheer We Go Voice Note Collection” means the collection of voice notes that have been collated for a Superhero;
 - “Content” means any upload, photo, information or voice notes as part of a Cheer We Go Voice Note Collection;
 - “Contract” means the contract formed as detailed in clause 2, which includes the acceptance of these Terms and Conditions;
 - “Cheer Squad” means the individuals recording and uploading the voice notes to a Cheer We Go Voice Note Collection;
 - “Superhero” means the individual who will be in receipt of a Cheer We Go Voice Note Collection;
 - “Services” means a Cheer We Go Voice Note Collection, organisation and distribution of a Cheer We Go Voice Note Collection provided by Cheer We Go.
- 1.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.1.1 “we”, “us” and “our” is a reference to the Cheer We Go Ltd a company registered in England and Wales under company number 15060295 whose registered office address is 128 City Road, London, England, EC1V 2NX;
 - 1.1.2 “you” and “your” is a reference to the user whether as a CEO or as an individual in the Cheer Squad;
 - 1.1.3 “writing” and “written” includes emails and similar communications;
 - 1.1.4 a statute is a reference to that statute as amended or re-enacted at the relevant time;
 - 1.1.5 “these Terms” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.1.6 a clause refers to a clause of these Terms and Conditions;
- 1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.
2. **Acceptance of these Terms of Use**
 - 2.1 By creating a Cheer We Go account, whether through a mobile device, mobile application or computer (collectively, the “Services”) you agree to be bound by these Terms.
 - 2.2 It is a fundamental principle of Cheer We Go to protect all user information and personal information. You agree that Cheer We Go will collect, use, store, manage and protect your user information and personal information in accordance with the provisions of this Agreement and the Privacy Policy. If you are unwilling to accept or have any question related to the Privacy Policy in whole or in part, please do not use or do cease using Cheer We Go immediately and you may contact us.
3. **Registration and Accounts**
 - 3.1 Access to Cheer We Go HQ is free of charge. Access is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if our Site (or any part of it) is unavailable at any time or for any period except in accordance with Clause 7.
 - 3.2 The Services are intended solely for persons who are at least 13 years old. If you are under the legal age to form a binding contract in your jurisdiction, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.
 - 3.3 To use the Services, you must register an Account whether as a CEO or as an individual in the Cheer Squad. In doing so, you agree to provide true, accurate, current and complete information about yourself and the Superhero and maintain and promptly update that data where applicable and you agree that Cheer We Go will use that data to provide the Services;
 - 3.4 You also agree to create only one Account for your own personal use and not share your Account with others.
 - 3.5 Our Site will guide you through the sign up process as a CEO and it is your responsibility to submit the relevant information when prompted, including but not limited to; the segment, the intended completion date, and the Superhero’s details for delivery.
 - 3.6 You are solely responsible for maintaining the confidentiality of the password associated with your Account and for restricting access to your computer and mobile device while logged into your Account. You accept responsibility for all activities that occur under your Account whether directly from your computer and mobile devices or via the shareable link to the Cheer Squad. We endeavour to use reasonable security measures to protect against unauthorised access to your Account. We cannot, however, guarantee absolute security of your Account, a Cheer We Go Voice Note Collection or the personal information you provide, and we cannot promise that our security measures will prevent unauthorised third parties from illegally accessing the Services or its contents. You agree to immediately notify Cheer We Go of any unauthorised use of your Account or password. The use of unique and complex passwords is highly recommended for security reasons.
 - 3.7 We are not responsible for any delays, delivery failures, or any other loss or

damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 3.8 We reserve the right to carry out maintenance at such times as may be necessary at our discretion but will endeavour to give you advance notice where possible.
- 3.9 You shall not store, upload or transmit any viruses, or any material on the Site or upload any voice notes or content that:
 - 3.9.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.9.2 facilitates illegal activity;
 - 3.9.3 depicts sexually explicit images;
 - 3.9.4 promotes unlawful violence; or
 - 3.9.5 is knowingly discriminatory based on race, gender, religious belief, sexual orientation, disability, or any other illegal activity
 and we reserve the right, without liability to you, to remove any content that breaches the provisions of this clause.
- 3.10 The CEO shall own all rights, title and interest in and to a Cheer We Go Voice Note Collection and all content and data uploaded by the Cheer Squad and shall have sole responsibility for its legality, reliability, integrity, accuracy and quality. For the avoidance of doubt, we do not monitor, and will have no liability for the contents of, any content or communications transmitted by the CEO and the Cheer Squad using the Services.
4. **Ownership of and Use of Collection**
 - 4.1 As a CEO you own the information, data, text, sound, photographs, graphics, video, messages, or other materials you make available in connection with the Services. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display any Collection and any name, username or likeness that you post on or in connection with the Services without compensation to you. This license ends when you delete a Cheer We Go Voice Note Collection or your Account.
 - 4.2 You understand that you, are entirely responsible for all Content that you or your Cheer Squad upload, post, transmit or otherwise make available. We may, in our sole discretion, screen, monitor, hide, refuse or remove any Content, that violates the Terms or is otherwise objectionable. We reserve the right to immediately terminate any Cheer We Go account where we are of the reasonable opinion the account is being used for abuse, unkindness or bullying. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available on the Services.
 - 4.3 In normal circumstances we keep all Content on file for a period of 1 year from the completion date, unless otherwise agreed in writing. After this time, they may be securely and irretrievably deleted from our system. Any copies required within this timeframe will be provided only at our discretion and may be chargeable.
5. **Fees and Payment for Upgraded Services**
 - 5.1 You agree to pay the fees upfront where applicable and in full as set out in the sign-up process on our Site. All prices specified are inclusive of VAT where applicable.
 - 5.2 For our collection storage subscription services, we take payments by continuous payment authority on the same date each year as the date you made the Order. Payment times may vary.
 - 5.3 We have made every reasonable effort to ensure that the prices on our website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.
 - 5.4 If there is an obvious pricing error on our website, we will be under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing.
 - 5.5 All payments are to be made in pounds sterling, without set-off, withholding or deduction. Cheer We Go may make a donation to nominated charities that you can see inside your settings area. For every voice note collection you pay for, you can choose which charity you would like to support, and Cheer We Go will allocate the donation towards your preference.
 - 5.6 By entering into a Subscription, you are agreeing to a contract term length of whatever Subscription period you have agreed. You acknowledge that your Subscription has an initial and recurring payment feature and that you accept responsibility for all recurring charges prior to cancellation.
 - 5.7 We will submit annual charges without further authorisation from you until you cancel your Subscription and after the initial Subscription term.
 - 5.8 You can find specific details regarding your Subscription and to change any payment details by logging into your Account.
 - 5.9 All payments made via the web page will go through a payment gateway provider. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the gateway’s terms and conditions. A separate contractual relationship will be created between you and the gateway, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.
6. **Cancelling Services if You Change Your Mind whilst in the United Kingdom**
 - 6.1 If you are a consumer in the United Kingdom, 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.

- 6.2 This period begins once your order has been processed (i.e. when the Contract between you and us is formed) and ends when you use the paid element of the Services, or 14 calendar days after the date of our order confirmation, whichever occurs first.
- 6.3 If you purchase the upgrade by mistake, please inform us within 48 hours and do not attempt to use any of the upgraded Services. Provided you have not done so since the start date, we will be able to cancel your order and issue a full refund. If you have uploaded any voice notes over the free 5 available, we will not be able to offer a refund
- 6.4 If you wish to exercise your right to cancel under this clause 6, you may inform us of your cancellation by email to hello@cheerwego.com, however for your convenience, we offer a cancellation form by request. Cancellation by email or by post is effective from the date on which you send us your message.
- 6.5 Any refunds due will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel, using the same method you used to place the order.
- 7. Intellectual Property Rights**
- 7.1 Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the functional content included on our webpage or the portal. The content will remain the property of Cheer We Go, our affiliates and other relevant third parties. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights. By continuing to use the Services you acknowledge that such is protected by copyright, trademarks, database rights and other intellectual property rights.
- 7.2 You must not otherwise reproduce, modify, copy, distribute or use for any commercial purposes any Content without the written permission of us.
- 7.3 You must immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed to you of which you are aware and at our request, you will take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights.
- 8. Our Obligations**
- 8.1 We warrant that the Services will operate as described, when used properly.
- 8.2 We warrant that we will use all reasonable care and skill in fulfilling our obligations under this Contract and that all personnel have qualifications and experience appropriate for the tasks to which they are allocated.
- 8.3 We will ensure that we and our subcontractors take all reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote Services is generally available are coded or introduced into the Services.
- 8.4 If we receive written notice from you, after the Contract is formed, of any breach of our obligations then we shall remedy the defect or error in question at our own expense and as soon as reasonably possible.
- 8.5 When notifying us of a defect or error, please (where possible) provide us with a documented example of such defect or error and report any defect or error as soon as the defect or error becomes apparent at least within 24 hours.
- 8.6 Our obligations are subject to you complying with your obligations under the terms of this Contract and shall also be subject to the limits and exclusions of liability set out in clause 8. In particular, they shall not apply if any defect in the Services arose or was exacerbated as a result of:
- 8.6.1 incorrect use, operation or corruption of the Services; or
- 8.6.2 any unauthorised modification or alteration of the Services.
- 9. Liability**
- 9.1 Nothing in the Contract or these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.
- 9.2 We accept no liability for any of the following:
- 9.2.1 Loss or corruption of any data, database or software;
- 9.2.2 Any special, indirect or consequential loss or damage.
- 9.3 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permitted by law.
- 9.4 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, shall not exceed the total fees paid by you under the Contract.
- 9.5 You will indemnify and hold us harmless from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature (including any consequential or indirect costs or losses) and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by you of your obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or are contributed to by your negligent acts or omissions or those of any persons for which you are otherwise liable.
- 10. Confidentiality**
- 10.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Contract and shall ensure that such employees are subject to corresponding obligations of confidentiality.
- 10.2 This clause 10 shall survive termination of the Contract, however caused.
- 11. Data Protection**
- 11.1 If any Personal Data (as defined by the Data Protection Act 2018) is passed to us under this Contract then the parties agree that the CEO is the Data Controller and that we are the Data Processor.
- 11.2 We shall:
- 11.2.1 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;
- 11.2.2 implement appropriate measures to protect the Personal Data against unauthorised or unlawful processing or loss, destruction, damage, alteration or disclosure; and
- 11.2.3 take reasonable steps to ensure the reliability and confidentiality of any of our personnel who have access to the Personal Data.
- 11.3 You agree that you will also comply with the data protection laws at all times. In particular, if you are passing us or allowing us access to the personal data of any third party, you warrant that you have obtained permission from those third parties for us to access their data. We will only use it to perform our obligations under the Contract and will not use it for any other purpose.
- 11.4 We may transfer and store Personal Data outside of the European Economic Area ("EEA").
- 12. Force Majeure**
- 12.1 We shall not be liable for any breach of our obligations under this Contract if such breach is due to an act, event, omission or accident beyond our reasonable control (Force Majeure Event). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond our reasonable control.
- 12.2 If a Force Majeure Event occurs, we shall inform you as soon as possible and take all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance of our obligations as soon as possible.
- 13. Waiver:** No failure or delay by either Party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14. Entire Agreement**
- 14.1 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 14.2 None of our employees are authorised to make any contractually binding representations concerning the Services. In entering into the Contract, the Client acknowledges that it does not rely on, and waives any claim for breach of, any such statement, representation, assurance or warranty (whether made negligently or innocently) which has not been confirmed in writing by an authorised officer of ours.
- 15. Assignment**
- 15.1 The Client shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without the consent of the Client.
- 16. Third Party Rights:** The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.
- 17. Notices**
- 17.1 Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post or by e-mail to the address of the party as set out in these terms and conditions, or such other address as may be notified by one party to the other.
- 17.2 A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. An e-mail shall be deemed to have been delivered within 24 hours from the time of being sent, provided that no "non-deliverable" notice is received by the sender.
- 18. Severance:** In the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.
- 19. Law and Jurisdiction**
- 19.1 These Terms and Conditions and the Contract between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.