

CLASSIFIED.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITE OR OUR APP AS A CREATOR

What's in these terms?

These terms tell you the rules for using our website www.classified.app (**our site**) and our mobile app (**our app**) where you are acting as a Creator. A **Creator** is someone who uploads or otherwise provides content to other users of our site and app via a page for a fee as set out in these terms, such content is referred to as **Creator Content**.

Who we are and how to contact us

www.classified.app is a site operated by ClassApp Ltd ("**We**"). We are registered in England and Wales under company number 12661146 and have our registered office at 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ. Our main trading address is 19 Briarwood, Wilmslow, Cheshire, SK9 2DH. Our VAT number is 362731501.

To contact us, please email customerservices@classified.app.

By using our site or app you accept these terms

By using our site or app including by creating a Creator account (see below), you confirm that you accept these terms of use, including our other policies that are available on our site or via our app and that are detailed below, and that you agree to comply with them.

If you do not agree to these terms, you must not use our site or app and you will not be allowed to create a Creator account.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [<https://classified.app/legal/privacy.pdf>] See further under *[How we may use your personal information](#)*.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site or app, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on [23/03/2021].

We may make changes to our site and app

We may update and change our site and app from time to time to reflect changes to our services (including adding or removing features to make our site and app better for you), our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site and app

Our site and app is made available free of charge, though for certain features which you can subscribe to there will be charges (see the user terms for more information).

We do not guarantee that our site or app, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site or app for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

To be clear, we provide our site and app “as is” and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law. However, in situations where you cannot access our site or app to provide Creator Content or Requests (as defined below) due to issues or errors with our site or app, which last for a period of more than seventy-two (72) hours, you may be entitled to the following:

- Where you are unable to provide Creator Content as promised to your subscribers: we may offer you a reduction in the Classified Fees of up to 3% per day our site or app cannot be accessed except where you are unable to provide the Creator Content for something you have done, when it is outside of our reasonable control or when we are providing maintenance which we shall notify you about from time to time. This reduction will be capped at a maximum of 9% of the Classified Fees and will be payable to you as part of your Subscription Commission.
- Where you are unable to provide Requests as promised to users of our site and app: we may offer you a reduction in the Classified Request Fees of up to 3% per day our site or app cannot be accessed except where you are unable to provide the Creator Content for something you have done, when it is outside of our reasonable control or when we are providing maintenance which we shall notify you about from time to time. This reduction will be capped at a maximum of 9% of the Classified Request Fees and will be payable to you as part of your Request Commission,

though you must promptly notify us, and in any event within twenty-four (24) hours of being unable to access the site or app, at customerservices@classified.app, and provide us with any subsequent evidence that we may request, so we can review your claim for a reduction in the Classified Fees and Classified Request Fees.

You are also responsible for ensuring that all persons who access our site or app through your internet connection and Creator account are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Your Creator Account

You must keep your Creator Account details safe

If you wish to use our site and app to provide Creator Content and Requests to subscribers then you will be required to create a Creator account with us. We will need either your email address, other information such as your date of birth and you must create a valid password. You must ensure that the details you provide us are correct and that you will keep us updated if these details change.

You must keep your password confidential and not disclose it to any third party.

You are responsible for anything that occurs when anyone is signed in to your Creator account, as well as the security of your Creator account. If you know or suspect that anyone other than you knows your Creator account details and/or password, you must promptly notify us at customerservices@classified.app.

Account Requirements

To create an account you must be at least 18 years old on the date you register your Creator account and you will be asked to provide your date of birth upon registration.

Please note that to fully utilise the services offered via our site and app as a Creator (including providing Creator Content or Requests), the electronic device which you use to access our site or app will need to meet certain operating requirements and run the current version of the app available. The app's operating requirements will be outlined on the app store where you download the app from, please ensure you read these requirements before downloading the app.

You will only be allowed to register two devices to access your Creator account once you sign up, for instance your mobile phone and your tablet. If you have registered your Creator account on two devices and try and log in to your Creator account on a third device your account will be automatically logged out on your two original registered devices.

Deleting your Creator Account

You can request to permanently delete your Creator account at any time by notifying us customerservices@classified.app.

Please note, if you permanently delete your Creator account, your subscribers will have their subscriptions cancelled and be due a pro-rata refund of their subscriptions based on when your Creator account is deleted and you shall only receive your Commission (defined below) based on the Subscription Charges (defined below) or Request Costs (defined below) we are able to retain less any reasonable administration costs we incur in issuing the refunds to your subscribers and closing your Creator account. You will also no longer be able to provide any Requests and we will refund the payments we have received for Requests that you have not provided and charge you reasonable administration costs we incur in issuing these refunds.

Please be aware that we can also disable or suspend any of the users of the site or app, including any of your subscribers in accordance with the user terms and conditions. If we do this then the users/subscribers may be entitled to a refund to certain amounts that they have paid which may affect how much Commission (defined below) you receive. When we do provide the users/subscribers a refund in these situations, this amount will be taken from the amounts we have received from the subscribers but not yet passed onto you as Commission, or from the Reserves (as defined below) or otherwise recover directly from you if the alternative options do not sufficiently cover the refunds or compensation.

We can disable, suspend or permanently delete your Creator account at any time if we believe, in our reasonable opinion, you have failed to comply with any of the provisions of these terms. See **Disabling or suspending a Creator** section below.

These terms remain in effect even if you no longer have a Creator account.

Subscriptions

By creating a Creator account with us and using our site and/or app including uploading or otherwise providing Creator Content, you will allow users to access your page and Creator Content if they pay for a subscription, and become your subscribers, for which you will receive Subscription Commission.

For users to access any Creator Content, users will be required to pay a monthly subscription charge plus any applicable taxes that they may be required to pay (**Subscription Charge**). As the Creator you will determine the cost of the Subscription Charge to the user within the settings on your account, though the minimum Subscription Charge shall be £2.50 (including applicable taxes) or any other minimum fee agreed between you and us or otherwise permitted by us from time to time.

When the subscriber pays the Subscription Charge we will deduct any transactional and processing fees that may apply (this includes foreign transaction fees and any refunds or chargebacks that may be otherwise due to us or your subscribers) and our fees which shall be 25% of: the total Subscription Charge minus any applicable taxes that the subscriber may be required to pay (**Classified Fees**). The remaining balance shall be your **Subscription Commission**.

We reserve the right to withhold a percentage of your Commission to allow us to pay legitimate refunds to subscribers or cover the costs of any chargebacks or otherwise deal with the resolution of payment disputes (**Reserves**).

The Reserves shall be made up of a percentage of the Commission you have generated in a rolling 6 month period. During the first 6 months of registering your Creator account, the Reserves shall be 5% of the Commission you have generated, thereafter the Reserves shall be updated to 3% of the Commission you have generated. Once any amount held by us no longer forms part of the Reserves, such amount shall be paid to you during the next payment cycle due to you.

In the event that we have to issue legitimate refunds to your subscribers, cover the costs of any chargebacks or otherwise deal with the resolution of payment disputes in relation to your users or subscribers (including providing any compensation), which exceeds the amount held in your Reserves, you shall indemnify us for any shortfall in the amount we are required to pay.

As a Creator you are required to ensure that the descriptions of the Creator Content that you make available on the site and app are accurate and that they provide potential subscribers and subscribers with the Creator Content as described for the duration of each subscriber's subscription. We are not responsible for inaccuracies or errors in these descriptions, which shall be your responsibility. If subscribers are unhappy with any information relating to a subscription or believe that they contain any inaccuracies or errors that you have provided, you shall first try and resolve this issue with your subscribers; if you are unable to do so or the subscribers contact us directly we shall try and resolve this issue with the subscribers on your behalf. If we are unable to do so then the subscribers may be entitled to a refund or compensation which shall be recoverable from the amounts we have received from the subscribers but not yet passed onto you as Commission, withdrawn from the Reserves or otherwise recover directly from you if the alternative options do not sufficiently cover the refunds or compensation. Where we, acting reasonably, issue a refund or compensation to a subscriber, we shall also charge you an administration fee of £25.00 for each necessary transaction as well as any other processing fees that may be charged.

Subscribers may cancel a subscription at any time, and after they cancel they will no longer be granted access to your Creator Content. Though any Subscription Charges that subscribers have already paid are **non-refundable** and if a subscriber cancels a subscription, you will still receive your Commission for the Subscription Charges, other than in the limited circumstances set out in these terms.

If your Creator account is inactive (for instance no Creator Content is uploaded) for a period of one month, has no subscribers or fails to receive Subscription Charges or Requests Costs in excess of £30 per month, then we reserve the right to charge you a minimum of £25 per month. This amount will be deducted automatically from your Reserves or your registered payment method in each month your Creator account is inactive, has no subscribers or fails to meet the payment threshold.

One-off Requests

You may also offer one-off digital services to users (including subscribers) via the site or app (**Requests**), these may be personalised videos or messages. Users will be able to purchase a Request directly from you via your individual page. Each Request will incur an additional one-off cost which shall include any applicable taxes (**Request Cost**), which will be set by you and displayed on your page.

When the user pays the Request Cost we will deduct any transactional and processing fees that may apply (this includes foreign transaction fees and any refunds or chargebacks that may be otherwise due to us or the users) and our fees which shall be 25% of: the total Request Cost minus any applicable taxes that the subscriber may be required to pay (**Classified Request Fees**). The remaining balance shall be your **Request Commission**.

Users will be able to submit their offer to purchase a Request via the site or app. This offer will then be received by you, and you who will have the option to accept or reject the Request. If you accept the Request, we will send the user a notification requiring payment of the Request Cost. If the user wishes to purchase the Request they will be given the opportunity to do so. Once we have successfully processed the user's Request Cost, which shall be **non-refundable** unless otherwise set out in these terms, the user's purchase will be confirmed and you will be required to produce the Request as described, within seven (7) days from the date we receive the payment of the Request Cost and provide the user the Request via the site and app's internal messaging feature or personal post facility. You will be able to view any potential Requests via the site and app's internal messaging feature or personal post facility for as long as you have a registered Creator account.

You are required to ensure that the descriptions of the Requests that are available on the site and app are accurate. We are not responsible for inaccuracies or errors in these descriptions that are provided by You, which shall be your responsibility. If users are unhappy with any information relating any Requests or believe that they contain any inaccuracies or errors, we will try and resolve this with the users on your behalf. If we are unable to do so then the users may be entitled to a refund or compensation which will be recoverable from the amounts we have received from the users/subscribers but not yet passed onto you as Commission, the Reserves or directly recoverable from you.

We are not responsible for any delay in you providing the Request, and you should provide the Request promptly (and in any event within seven (7) days of receipt of the payment of the Request Cost), via the site and app's internal messaging feature. If user does not receive the Request within this time period, the user shall contact us and we shall notify you to provide the Request. If you fail to provide the Request after such notification, the user will be entitled to a refund of the Request Cost (including a reasonable administration charge) which we shall withdraw from the amounts we have received from the users/subscribers but not yet passed onto you as Commission, the Reserves or directly recoverable from you.

Payment of Commission

Your **Commission** shall be your Subscription Commission **plus** your Request Commission. We shall pay you the Commission by bank transfer into the bank account you specify in your Creator account details. We shall pay you in GBP (£). Your Commission shall be payable to you on a weekly basis for the Commission you have generated in the preceding week (**Weekly Period**). Time of payment of your Commission is not of the essence and may be subject to change at our discretion.

Please note that there are circumstances where we may delay or withhold the payment of your Commission, these include the following:

- we may delay the payment of your Commission until the total Commission due to you exceeds the value of £50. When your Commission due reaches this threshold we shall pay the Commission you are due as part of our next scheduled payment;
- where the Subscription Charges or Request Costs (as defined below) are incorrectly listed;
- where you have failed, or we reasonably believe in our sole discretion, that you have failed to comply with these terms and any of our policies; or
- any other circumstance in which we reasonably deem such delay or withholding is appropriate, including where we suspect there may be a need to refund users/subscribers and these refunds total more than the amount currently being held in the Reserves or the Creator account is being used for fraudulent purposes.

Please note, we may at any time, without notice to you, set off any liability you have to us against your Commission. For instance, if one of your subscribers complains and we issue a refund to them for the Subscription Charges they have paid, we are entitled to recover the Commission that would have been payable to you from this subscription in order to provide this refund (for the avoidance of doubt we will also refund the element of the Classified Fees in this situation).

Notification of the Commission

You will be notified of the Commission due from you via an email or your Creator account. If you think this notification shows an incorrect amount, please contact us via customerservices@classified.app and we will try and resolve your issue.

Changes to the Subscription Charges and Request Costs

You may change the Subscription Charges from time to time, and you shall be required to update the relevant section of your Creator account in order to do this. Changes to the Subscription Charges will apply immediately upon updating the Subscription Charges on our site or app to new subscribers. Please note that changes to the Subscription Charges will not effect your current subscribers, who will continue to pay the Subscription Charge that applied when they originally subscribed.

It is always possible that, despite our best efforts, some of the Subscription Charges and Request Costs we offer for sale may be incorrectly priced. We will normally check prices before processing the users payment, however where the Subscription Charges and Request Costs have to been incorrectly priced, we shall withhold payment of your Commission until we have rectified the issue with the user (and provided the appropriate refund where necessary) and you shall only be entitled to Commission on the correct Subscription Charges and Request Costs paid by the users.

Disabling or suspending a Creator

If we have to disable or suspend you from using our site or app then we will either:

- cancel any subscriptions from the date we disabled your access if we decide to permanently remove you from using our site or app. In these circumstances, your subscribers will not be required to pay any Subscription Charges from the date we disabled your access and will be entitled to a pro rata refund for the Subscription Charges in the month we disabled your access to our site and app; or
- suspend any subscriptions until we have investigated you and permitted you to continue using the site or app including your Creator account. During this suspension, your subscribers will not be required to pay any Subscription Charges from the date we disabled your access. After this suspension, your subscriber's subscription will continue as normal and you will not receive any Commission for the period your Creator account was not available.

If our agreement ends due to us suspending your account, all your subscriber's subscriptions will cease immediately when we action the closure of your Creator account. Your subscribers will not be required to pay any Subscription Charges from the date our agreement ends and your subscribers will be entitled to a pro rata refund for the Subscription Charges in the month our agreement ended. We shall also be entitled to any reasonable administration costs we incur in issuing the refunds to your subscribers and closing your Creator account and any compensation due to us or the subscribers/users caused directly by your breach of these terms. In such circumstances, any refund, administration or compensation costs will be recoverable from the amounts we have received from the subscribers but not yet passed onto you as Commission, the Reserves or directly recoverable from you.

Our policy for using the site or app (this section shall be referred to as our policy)

Prohibited Uses

You may use our site or app only for lawful purposes. You may not use our site or app (including when creating Creator Content or Requests):

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards outlined below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site or app in contravention of these terms or our policy.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site or app;
 - any equipment or network on which our site or app is stored;

- any software used in the provision of our site or app; or
- any equipment or network or software owned or used by any third party.

Content Standards (Content Standards)

Whenever you make use of a feature that allows you to upload content to our site or app, or to make contact with other users of our site or app, including when creating Creator Content, interacting with your subscribers/other users or dealing with and creating any Requests (**Contribution**), you must comply with these terms, including our policy.

The Content Standards must be complied with in spirit as well as to the letter. The Content Standards apply to each part of any Contribution as well as to its whole. We will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law, regulations, codes and guidance (including the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) or equivalent) applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.

- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Warranties

As a Creator, you may be in a position of influence and what you do or say outside of your use of our site or app may cause us loss, therefore you warrant to us that:

- Your Contribution will comply with our policy;
- Your Creator Content and Requests will comply with the descriptions provided to the users/ subscribers via our site and app (this include the nature, frequency and duration of the content).
- You will provide the Creator Content and Requests to the best of your skill and ability and in a competent and professional manner, including in line with our policy;
- You have not in the past and not during the time you have a registered Creator account publish or cause to be published in any way anything defamatory or derogatory about us or any other Creator or user of our site or app;
- You have not in the past and not during the time you have a registered Creator account been the subject of any adverse publicity which we deem inappropriate; and
- You have not behaved and will not during the time you have a registered Creator account behave in any manner which we may reasonably be considered prejudicial to us, other Creators or the users of our site or app, or our legitimate interests so that we would no longer wish the continuation of the association between you and us.

Breach of our policy

When we consider that a breach of our policy has occurred, we may take such action as we deem appropriate, this includes the right to remove any Contribution you make on our site or app if, in our opinion, your Contribution does not comply with the Content Standards or our policy.

You are solely responsible for all activity on your Creator account.

Failure to comply with our policy constitutes a material breach of these terms of use upon which you are permitted to use our site or app, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site and/or app.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site or app.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We also have the right to disclose your identity to any third party who is claiming that any Contribution posted or uploaded by you to our site or app constitutes a violation of their intellectual property rights, or of their right to privacy.

We exclude our liability for all action we may take in response to breaches of our policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Site and App Content

Uploading content to our site or app

Any Contribution will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contribution, but you are required to grant us a limited licence to use, store and copy that Contribution and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use your Contribution*.

You are solely responsible for securing and backing up your Contribution.

We do not store terrorist content.

Rights you are giving us to use your Contribution

When you upload or post a Contribution, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service forever.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site or app will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site or app. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site or app, the server on which our site or app is stored or any server, computer or database connected to our site or app. You must not attack our site or app via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site or app will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site or app must not be framed on any other site or app, nor may you create a link to any part of our site or app other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with these terms, including the Content Standards set out in our policy.

If you wish to link to or make any use of content on our site or app other than that set out above, please contact customerservices@classified.app.

How you may use material on our site and app

We are the owner or the licensee of all intellectual property rights in our site and app, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site and app.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site and app must always be acknowledged.

You must not use any part of the content on our site or app for commercial purposes, unless this is your Creator Content, without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site or app in breach of these terms of use, your right to use our site or app will cease immediately, including your access to your account, and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on our site or app

The content on our site and app is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site or app.

Although we make reasonable efforts to update the information on our site or app, we make no representations, warranties or guarantees, whether express or implied, that the content on our site or app is accurate, complete or up to date, in particular in relation to the Creator Content, Requests or any Contributions which are not provided by us.

We are not responsible for websites we link to

Where our site or app contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

Our site and app includes information and materials uploaded by other users/subscribers of the site and app, including Contributions, Creator Content and Requests (including those provided by other Creators). This information and these materials have not been verified or approved by us. The views expressed by other users/subscribers and Creators on our site and app do not represent our views or values.

How to complain about content uploaded by other users or Creators

If you wish to complain about content uploaded by other users or Creators, including any Contributions, Creator Content or Requests, please contact us on complaints@classified.app.

Liability

Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or any other special, indirect or consequential loss.
- Subject to the above, our total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of our obligations under these terms shall be limited to the Commission paid to you in the preceding six (6) month period prior to the applicable claim (or where less than six (6) months has elapsed since you created your Creator account, the amount actually paid to you in Commission since that date).

Your responsibility to us

You will indemnify and hold us harmless from and against all claims, damages, liabilities, loss, costs, and expenses (including reasonable legal fees) arising from the breach by you of any of the warranties or other obligations under these terms. This means you will be responsible for any loss or damage we or any applicable user suffers as a result of your breach of warranty or any of these terms.

How we may use your personal information and other data protection requirements

We will only use your personal information as set out in our [\[https://classified.app/legal/privacy.pdf\]](https://classified.app/legal/privacy.pdf).

For the purposes of this paragraph Data Protection Legislation shall mean:

- all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
- any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to us or you relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to us or you.

As a Creator you acknowledge that you will be acting as a data controller for the purposes of the Data Protection Legislation and you will be required to comply with all applicable requirements of the Data Protection Legislation.

Other important terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

Nobody else has any rights under these terms. These terms outline the relationship between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, 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.

Which country's laws apply to any disputes?

Please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

[Our trade marks are registered

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