



Terms of Use

The use of Showerkap.co.uk (the "Site"), which is owned and operated by Showerkap Limited, is governed by these Terms of Use. It is important to carefully review these Terms of Use as they impact your legal rights and responsibilities. Please be aware that the End User License Agreement applies to your use of Showerkap. If you do not agree to these Terms of Use, please refrain from using the site. By accessing and using the Site, you are indicating your acceptance of the terms outlined below. The Site is offered to you at no cost for personal use, subject to compliance with these Terms of Use.

Site and content

All content found on the Site (referred to as the Content), including text, graphics, images, artwork, logos, button icons, audio clips, digital downloads, and data compilations, is either owned by Showerkap or licensed to Showerkap by third parties. The content on the Site is protected by copyright, trademarks, database rights, and other intellectual property laws. Showerkap retains the right to modify the Site and its Content.

You are permitted to:

- View and display the Content of the Site on a computer screen,
- Print individual pages and make a reasonable number of photocopies of the Content in all cases for your personal, non-commercial use, ensuring all copyright and proprietary notices remain intact.

You are prohibited from:

- Copying, distributing, extracting portions of the Content, profiting from, publishing, reproducing, modifying, distributing, or using any of the Content for commercial purposes without obtaining prior written consent from Showerkap.
- Using the Site for unauthorized access to other computer systems, disrupting another person's use of the Site, violating laws related to public telecommunications networks, or interfering with networks or websites connected to the Site.

The availability of trademarks on the Site by Showerkap or other trademark owners does not grant you permission to use them.

Software Terms

The terms in this section apply to any software (including any updates or upgrades to the software) that Showerkap makes available to you from time to time for your use in connection with the Site (the Software).

All software used in the Site is the property of Showerkap and protected by copyright laws.

You are permitted to utilise the Software exclusively for the purpose of facilitating your use of the Site. It is prohibited to integrate any part of the Software into other programs, combine any part of it with other programs, transfer it for use with another service, or engage in activities such as selling, renting, leasing, lending, distributing, sublicensing, or assigning any rights to the Software, either in whole or in part. Showerkap reserves the right to discontinue the provision of any Software and may revoke your authorisation to use any Software at any time. Failure to adhere to these Software terms will result in the automatic termination of your rights to use the Software without prior notice. You are not permitted to assist or authorise any individual to copy, modify, adapt, reverse engineer, decompile, disassemble, attempt to derive source code, tamper with, or create derivatives of the Software, whether in whole or in part.

Showerkap may modify the Software at any time and without notice to you.

Showerkap hereby denies all warranties and restricts liabilities associated with or arising from the Software to the maximum extent permitted by law. Specifically disclaimed are all liabilities related to:

- The Software's incompatibility with any of your devices, software, or telecommunications links ;
- Any loss or damage incurred to your devices due to the use of the Software;
- Technical issue with the Software, such as interruptions and errors;
- The Software's unreliability, unsuitability, or inaccuracy;
- The Software failing to meet your specific requirements.

User responsibilities

You are prohibited from uploading, posting, emailing, or transmitting any content on the site that may violate the law or infringe upon the rights of third parties, including privacy rights.

Specifically, you must refrain from posting any contact that is:

- Hateful, offensive, racist, sexist, bigoted, libelous, defamatory, obscene, abusive, pornographic, lewd, erroneous, stalking or threatening
- Promotes illegal activities or violates laws and regulations, presents false or misleading information or discloses the private information of others without the explicit consent.

Any inappropriate or abusive behaviour will not be tolerated and may be reported. We reserve the right to use your IP address for monitoring and investigating such incidents. Please note that recordings are strictly prohibited.

Intellectual Property Rights

1. In this clause "**Intellectual Property Rights**" means any patents, copyright, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs (whether registered or unregistered) database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other Intellectual Property Rights or industrial property rights, in each case whether registered or unregistered and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
2. You recognise and accept that Showerkap and/or its licensors hold all Intellectual Property Rights related to the Site. However, this End User License Agreement (EULA) does not provide you with any rights or interests in, under or regarding any Intellectual Property Rights or other licenses concerning the Site.
3. You hereby grant Showerkap a non-exclusive, royalty-free, transferable, irrevocable, perpetual, worldwide licence to use the Intellectual Property Rights associated with any data that you input into the Site. We retain the right to share this data to third parties, ensuring that any Personal Data is handled strictly in accordance with our Privacy Notice.
4. You acknowledge that all Intellectual Property Rights in the Site, the Services and the Results belong to us or our licensors, that rights in the Site and the Results are licensed (not sold) to you, and that you have no rights in, or to, the Site, the Services or the Results other than the right to use each of them in accordance with the terms of our End User License Agreement.
5. You are hereby granted a non-exclusive, revocable, non-transferable licence to use the Site, the Services and the Results in the country that you are resident in for your personal use (if the End User is a consumer) or internal business operations (if the End User is operating in a business capacity). The use of the Site will terminate in accordance with our termination clause.

6. The End User will indemnify and keep Showerkap and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Showerkap arising out of or in connection with any claim:
 - i. in relation to the End User's data infringing a third party's Intellectual Property Rights;
 - ii. for any breach of the Licence Restrictions and/or Acceptable Use Restrictions; and
 - iii. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to us.

Privacy

Showerkap takes your privacy very seriously and aims to keep to the relevant data protection and privacy laws. Any personal information you give to us or we collect from you through the Site is only used in accordance with the terms of our Privacy Notice and all applicable data protection and privacy laws. Please review our Privacy Notice and Cookies Policy, which also govern your use of the Site, to understand our practices.

Data Collection and usage

Information you provide:

Showerkap collects information that you communicate directly to us when you use our website and our services.

In particular, when you:

1. Create an online account
2. Sign up to receive emails
3. Enter details on our online contact form
4. Communicate with us through a third party social network
5. Communicate with us in any other way

The provision of your personal information is voluntary. However, if you do not provide full details or information requested, we may not be able to provide you with services or information.

Categories of information we collect:

1. Contact information (Such as first and last name, means of contact) necessary to identify you when you use any of our services.
2. Information about your preferences
3. History data about your contacts with us (including history of relationship when you contact customer service or when you make a complaint)
4. Reviews you write about our products on Showerkap's social media platforms

The information we ask you to provide is essential for Showerkap to address your inquiries. If you fail to complete the mandatory fields or omit necessary details, we will be unable to respond to your requests.

Information we collect automatically:

Showerkap automatically collects information about you when you access or use the site or engage in commercial transactions with us;

1. Connection data: Collection of information about the terminal with which you connect, as well as your use of the site (operating system, type of browser you use, location of the terminal deduced from your IP address which allows us to identify your computer, access times, pages visited, link which allowed you to access our site).
2. Information about your browsing: We may use cookies and other tracking technologies to collect information about you when you interact with our Site or with emails we send you. This information allows us to analyse how you interact with certain content. This information is collected both when you are logged in and when you are not logged in and can be matched across all devices. To learn more about cookies and how to disable them, please read the Showerkap Cookie Policy.

Information we collect from partners and other sources

We may also obtain information about you from other sources and combine with the information we collect, such as data provided by third party partners; this information is provided by third party partners with whom you have had a relationship and authorised to share personal data about you with us for targeting purposes. This includes socio-demographic data (such as socio-professional category, age group, gender) profile data (such as interests)

Information about third parties

In some cases, we may collect information that you provide about other people, for example when you participate in our referral program on our site and wish to invite friends to become a follower. We use this information only to respond to your requests and will not send marketing communications to your contacts unless they opt-in to receive communications from ShowerKap.

Limitation of Liability

While Showerkap strives to provide the best service possible, it does not guarantee that the Site will fully meet your requirements. The Content on the Site is intended for general information, and Showerkap takes reasonable precautions to ensure its accuracy and completeness before publication. However, Showerkap cannot assure that the Content will always be error-free, continuously available, or suitable for any specific purpose. Showerkap disclaims responsibility for any errors, omissions, or outcomes resulting from the use of such information. If inaccuracies in the Content are brought to Showerkap's attention, efforts will be made to promptly correct them.

Showerkap will not be responsible for incompatibility of the Site with any of your equipment, software or telecommunications links and will not be responsible for any damage to your computer/device or any of the information on it. Showerkap does not guarantee that the Site is free from viruses, or that you will always be able to use the Site without any interruption or error. If you download any Content to your computer or take the Content from the Site, you do so at your own risk.

Showerkap does not accept any responsibility for any mistakes, errors or other faults in the Site, the Content, links to the Site or for how you use them.

Nothing in these terms removes or limits Showerkap's liability for death or personal injury caused by our negligence or for any liability which Showerkap cannot limit or exclude under the relevant law.

In cases where Showerkap runs and manages the Site in partnership with another entity the limitations and liability provisions in this section shall apply in full to such partner.

Dispute Resolution:

These Terms of Use are subject to the laws of England, and any disputes will be exclusively resolved by the English courts. If any court determines that any of these terms are invalid, it will not impact the validity of the remaining terms in this notice, which will continue to be fully effective. Showerkap's failure to enforce any right under these terms does not constitute a waiver of that right for future enforcement. Additionally, you are not permitted to assign, sublicense, or otherwise transfer any of your rights under these Terms of Use.

Termination

1. **Termination by You:** You have the right to terminate this End User License Agreement (EULA) at any time by providing immediate notice of termination to Showerkap via email at info@showerkap.co.uk.

2. **Termination by Showerkap:** We reserve the discretion to immediately terminate or suspend this EULA if you violate any of the License Restrictions or Acceptable Use Restrictions.
3. **Consequences of Termination:**
 - All rights granted to you under this EULA will cease.
 - You must promptly discontinue any activities authorized by this EULA.
 - Any accrued rights, remedies, obligations, or liabilities of the parties up to the termination date (including the right to claim damages for any pre-existing breaches of the EULA) will remain unaffected.
4. **Third-Party Relationships:** If our relationship with a third-party service or data provider is restricted, suspended, or terminated, affecting our ability to provide the Site, Services, or Results, we will notify you in writing and make reasonable efforts to resume the Site, Services, and Results promptly. However, we will not be liable to you for any interruptions or terminations of the Site or Services.
5. **Account Suspension or Cancellation:** The suspension or cancellation of your account and your right to use the Site will not impact the rights or liabilities of either party.

Changes of Terms

Showerkap reserves the right to make changes to these Terms of Use at any time by posting a revised version of it on this site. The date of the changes will be listed in the 'Last updated' section below. By using the Site after the date changes were made, you are agreeing to the changes.

Last updated: June 2024

End user licence agreement

This End User Licence Agreement (“**EULA**”) is a legal agreement between:

1. **Showerkap limited**, a company registered in England and Wales with company number 14106210 whose office is at 26 Berkeley Square, Bristol, Avon, BS8 1HP (“**Showerkap**”, “**us**” or “**we**”); and
2. You, a natural person using the Services (“**End User**” or “**you**”),

For the use of the mobile application and web application (“**Application**”) provided by Showerkap.

By downloading, installing, or using the Application, you agree to be bound by the terms and conditions of this Agreement.

IMPORTANT NOTICE:

- BY USING THE APPLICATION YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT GRANT YOU A LICENSE FOR THE APPLICATION, AND YOUR ACCESS TO THE DATA AND SIGNING INTO THE APPLICATION WILL BE TERMINATED IMMEDIATELY.

We recommend that you print a copy of this EULA for future reference.

1. License Grant

1. Showerkap grants you a limited, non-exclusive, non-transferable, revocable license to use the Application for your personal, non-commercial use on compatible devices, strictly in accordance with the terms of this Agreement.
2. You must be over sixteen years of age to create an account to use the application. You are responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under your account or password.

2. Service Level

1. Subject to factors beyond our control, our goal is to maintain the Application operation for a minimum of 95% annually.
2. To the best of our ability, we intend to schedule any planned system downtime outside of regular working hours (9-5:30 Monday to Friday, excluding bank holidays) and strive to limit such downtimes to under four hours each time.
3. We do not guarantee:
 - uninterrupted or error-free use of the application,
 - that the Services or Results obtained through the application will meet your needs, or
 - compatibility of the application with your Device or any telecommunication connections.

2. Restrictions

You shall not:

1. Rent, lease, sub-license, loan, modify, translate, adapt, or create derivative works of the Application.
2. Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Application.
3. Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices or those of any third party in relation to your use of the application
4. Use the Application for any illegal or unauthorized purpose.
5. Share your login credentials or allow others to access your account.
6. Use the Application in any way that could damage, disable, overburden, or impair the Showerkap servers or networks.
7. Attempt to obtain, or assist third parties in obtaining, access to the application, other than as permitted by EULA

3. Obligations

1. It is your responsibility to make diligent efforts to implement adequate technological and security measures, including those we may reasonably suggest (such as installing anti-virus and firewall protection on your Device), or any measures that we mutually agree upon, as needed.
2. In addition to the commitments outlined in this clause 4, you are required to promptly inform us upon discovering or suspecting that any of your sign-in details have been used or may be compromised by a third party. This allows us to reset your sign-in credentials promptly.
3. You commit to providing us with all necessary information, cooperation, and support as reasonably requested by us under this EULA, in a timely and effective manner.
4. You acknowledge that it is your sole responsibility to obtain and maintain your network connections and telecommunications links for your systems. You are also responsible for any issues, delays, delivery failures, or other losses arising from or related to your network connections, telecommunications links, or issues caused by the Internet.

4. Intellectual Property

The Application, including all content, features, and functionality, is owned by Showerkap and its licensors and is protected by intellectual property laws. You shall not acquire any ownership rights to the Application.

1. In this clause “**Intellectual Property Rights**” means any patents, copyright, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs (whether registered or unregistered) database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other Intellectual Property Rights or industrial property rights, in each case whether registered or unregistered and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 1. You recognise and accept that Showerkap and/or its licensors hold all Intellectual Property Rights related to the Site. However, this End User License Agreement (EULA) does not provide you with any rights or

interests in, under or regarding any Intellectual Property Rights or other licenses concerning the Site.

2. You hereby grant Showerkap a non-exclusive, royalty-free, transferable, irrevocable, perpetual, worldwide licence to use the Intellectual Property Rights associated with any data that you input into the Site. We retain the right to share this data to third parties, ensuring that any Personal Data is handled strictly in accordance with our Privacy Notice.
3. You acknowledge that all Intellectual Property Rights in the Site, the Services and the Results belong to us or our licensors, that rights in the Site and the Results are licensed (not sold) to you, and that you have no rights in, or to, the Site, the Services or the Results other than the right to use each of them in accordance with the terms of our End User License Agreement.
4. You are hereby granted a non-exclusive, revocable, non-transferable licence to use the Site, the Services and the Results in the country that you are resident in for your personal use (if the End User is a consumer) or internal business operations (if the End User is operating in a business capacity). The use of the Site will terminate in accordance with our termination clause.
5. The End User will indemnify and keep Showerkap and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Showerkap arising out of or in connection with any claim:
 - iv. in relation to the End User's data infringing a third party's Intellectual Property Rights;
 - v. for any breach of the Licence Restrictions and/or Acceptable Use Restrictions; and
 - vi. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to us.

5. Privacy

Your use of the Application is subject to our Privacy Policy, which can be found at [\[link to Privacy Policy\]](#). By using the Application, you consent to the collection and use of your information as outlined in the Privacy Policy.

Please read our Privacy Policy carefully as it is binding on you in relation to the processing of your Personal Data.

6. Termination

This Agreement is effective until terminated by you or Showerkap. You may terminate this Agreement by deleting the Application from your device. Showerkap reserves the right to suspend or terminate your access to the Application at any time without notice if you violate the terms of this Agreement.

7. Limitation of Liability

IN NO EVENT SHALL SHOWERKAP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE APPLICATION.

8. Governing Law

This Agreement shall be governed by and construed in accordance by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

9. Entire Agreement

This Agreement constitutes the entire agreement between you and Showerkap concerning the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

By clicking "I Agree" or by downloading, installing, or using the Application, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.

If you have any questions about this Agreement, please contact us at hello@showerkap.co.uk