All Our Minds Ltd

Shop Terms and Conditions

Version number **1.0** Effective from **18/11/2024**

1. Who we are

1.1. We are All Our Minds Limited ("we", "us," "our"). Our company information is at the end of this document at Section 16.

2. General information and applicability

2.1 These Shop Terms and Conditions ("Shop T&Cs") are terms and conditions which apply to you when you purchase any paid software products ("Paid Software") and/or paid audio samples ("Paid Audio Samples") as well as the download of free software ("Free Software") and/or free audio samples ("Free Audio Samples") from our website, allourminds.com ("Website"). Paid Software and Free Software (together, "Software") and Paid Audio Samples and Free Audio Samples (together, "Audio Samples") are hereinafter referred to as "Paid Products" and "Free Products", respectively and together "Products").

2.2 Please read these Shop T&Cs carefully and contact us if anything is unclear. We've tried to make these Shop T&Cs user-friendly but please note that the summaries/explanations for each section in capitals aren't a substitute for the rest of the text. Please save a copy of these Shop T&Cs for future reference. These Shop T&Cs are only available in English and they replace any previous versions.

2.3 By purchasing or downloading Products from our Website, you agree to be bound by our Shop T&Cs. If you do not agree to any of the terms within these Shop T&Cs you should not purchase or download the Products.

2.4 We may update or revise the Shop T&Cs from time to time for various reasons including to reflect changes in applicable law/regulation, the Website, and/or our business practices or processes. The most current version will be posted on our Website and we will notify you of material changes by email or via a prompt in the Software. If any of these changes are unacceptable to you, you should stop using our Products. Your continued use of the Products following notification of any such update or revision constitutes your acceptance of the updated or revised Shop T&Cs. Each time you place an order, you must confirm your acceptance of the current version of the Shop T&Cs at the time of purchase.

2.5 Headings used in these Shop T&Cs are for information and not binding.

3. Other important documents

THIS SECTION SETS OUT OTHER IMPORTANT DOCUMENTS THAT MAY APPLY TO YOU

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3.1 If you purchase or download Products on our Website, you will also be subject to the End User License Agreement https://www.allourminds.com/eula/ ("EULA"), which provides you with a license to use our Products. If there is any inconsistency between the EULA and these Shop T&Cs will take precedence. The Website terms of use https://www.allourminds.com/website-terms-of-use/ (**Website Terms of Use**) apply to any use of the Website.

3.2 We deal with your personal information in accordance with our Privacy Policy https://www.allourminds.com/privacy-and-cookies-policy-eu/ and https://www.allourminds.com/privacy-and-cookies-policy-uk/.

4 Placing an order for Paid or Free Products

THIS SECTION TELLS YOU HOW YOU CAN ORDER A PRODUCT ON OUR WEBSITE

4.1 The download, purchase and use of our Paid Software requires a user account on our Website. Likewise, free software may require you to set up a user account. To register for an account you must be at least 18 years old (or at least the age of legal majority in your country of residence) and provide your first and last name, email address and password.

4.2 After the installation process, you will be prompted to enter your activation key. Once entered, the Paid Software will connect to our servers to verify the serial number and complete the activation process. Your email address and your password or activation key will be needed to run the Paid Software; you will need to activate the Paid Software by using your account credentials. This requires internet connection.

4.3 To place an order, you will need to select the payment method available on the Website and click "Purchase" to place the order . By doing so, you submit a binding offer for the purchase of the Paid Software, which we will accept by sending you a purchase confirmation. Before you click "Pay with PayPal" you can abort the purchase process.

4.4 The purchase price is due immediately when ordering a Paid Product. With clicking on "Pay with PayPal", you will be taken to PayPal to complete the payment. Immediately after successful payment, you will receive a purchase confirmation email that includes all information about the purchase including a

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copy of these Shop T&Cs as well as a download link. In addition, you will receive a link to set the password for your account.

4.5 You must ensure that the details you provide at registration are accurate and kept up to date. You are responsible for maintaining the confidentiality of your password and other account details. If you fail to do so you are responsible for all activities that are carried out under them, even if not authorised by you.

4.6 We may offer Free Products to download that can be used without creating an account.

4.7 The exclusive language available for the conclusion of the contract is English.

5 Consumers' legal right to cancel ("cooling off")
IN SHORT: YOU CANNOT CANCEL YOUR PURCHASE AFTER IT HAS BEEN MADE

5.1 Purchasing Software for download is a contract for the delivery of digital content that is not on a physical data carrier. The link for download will be sent to you immediately after you made the purchase, whereby the contract immediately starts. Although, under certain conditions, UK & EU consumers have a statutory right to cancel a contract within 14 days of the start of the contract, that right of cancellation **is lost** when you have expressly (a) agreed that we will start the Software supply immediately and (b) acknowledged that you will therefore lose your right of cancellation. You can only purchase Products on our Website if you agree and acknowledge the aforesaid.

6 Prices and Payment
THIS SECTION COVERS OUR PRICE INDICATIONS AND PAYMENT TERMS

6.1 Payment for Products is one-off in advance unless otherwise stated on the Website. We offer PayPal payment only at the moment. All prices indicated on our Website are in British Pounds including relevant sales taxes. The products are delivered digitally; there are no additional costs such as shipping costs.

6.2 You must contact us immediately with full details if you dispute any payment.

7 Support
THIS SECTION SETS OUT THE DETAILS OF OUR SUPPORT SERVICE, IF APPLICABLE

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7.1 We only provide support beyond our online knowledge database if and to the extent stated on our Website and, if so, by the contact methods specified on our Contact Page. Any support service is only intended to address configuration and proper use of, or any errors or interruptions arising from, the use of our Products.

7.2 Unless we say otherwise, any support that we do opt to provide is only available by email and we do not guarantee any particular response times or outcomes.

7.3 In any event, we aren't obliged to supply support if you owe us any money or have otherwise broken these Shop T&Cs.

8 Your conduct

THIS SECTION SETS OUT CERTAIN TYPES OF BEHAVIOUR THAT WE DO NOT PERMIT AND THAT YOU MUST COMPLY WITH OUR TERMS

8.1 You agree that, in addition to complying with the restrictions at Sections 4 and 5 of the EULA here **https://www.allourminds.com/eula/**, you will not: (i) use the Products for any unlawful or fraudulent purpose; or (ii) share the login details for your account with others.

9 Termination

THIS SECTION SETS OUT OUR RIGHTS TO END THIS AGREEMENT WITH YOU

9.1 We may terminate these Shop T&Cs immediately with or without notice to you if you commit a material breach of these Shop T&Cs, including any breach of Section 8 above.

9.2 Upon termination, you must immediately cease all use of the Products and destroy all copies, full or partial, of the Products in your possession or control.

10 Warranties

THIS SECTION SETS OUT THE EXTENT OF VARIOUS PROMISES BY YOU TO US AND VICE VERSA

10.1 Nothing in this Section shall affect your statutory rights as a consumer under the applicable laws and regulations. As a consumer, you have the right to expect that the Software and Audio Samples you purchase from us is as described, of satisfactory quality, and fit for purpose.

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10.2 In addition to our obligation to consumers as described in section 0 above, we warrant that the Software will perform substantially in accordance with the accompanying documentation for a period of 90 days from the date of purchase. This warranty applies only to the original purchaser and is non-transferable.

10.3 If the Software fails to comply with this warranty, we ask that you notify us within the warranty period. In respect of non-consumers (businesses), our sole liability and your exclusive remedy will be, at our discretion, to either provide a replacement of the software, provide a repair of the software, or issue a refund of the purchase price. In respect of consumers, we will honour your statutory rights and remedies which include (depending on the particular circumstances and timings) the right to a repair, replacement, or refund.

10.4 We warrant that the Audio Samples as made available by us on our Website do not infringe anyone else's rights.

10.5 For non-consumers (businesses): Except for the express warranties set forth above and to the maximum extent permitted by applicable law, the software is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Any implied warranties that cannot be excluded are limited to the shortest period permitted by applicable law.

11 Liability

THIS SECTION LIMITS OUR LEGAL RESPONSIBILITY TO YOU IN VARIOUS WAYS AND MAKES YOU RESPONSIBLE FOR CERTAIN LOSSES WE SUFFER, E.G. IF YOU BREAK THE CONTRACT

11.1 Nothing in this Section in any way limits or excludes our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited, including (if applicable) your statutory rights as a consumer as applicable. In this Section, any reference to us includes our officers, employees and subcontractors, who have the right to enforce this agreement.

11.2 If you are a consumer, subject always to Section 11.1 above: (i) if we do not comply with our obligations under these Shop T&Cs, we will be responsible for loss or damage you suffer which is a foreseeable result of that failure to comply,

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but we shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is "foreseeable" if it is obvious that will happen, or if (at the time you agreed to these Shop T&Cs) you and we knew it might happen; and (ii) we will not be liable for any claims, damages, expenses, or other losses arising from or in connection with (a) your use of, or inability to use, the Products: (b) your breach of these Shop T&Cs; or (c) your password or other account details being used by someone other than you to access the Products (unless this is due to our failure to exercise reasonable care and skill).

11.3 If you are a non-consumer, subject always to Section 11.1 above, we shall not be liable for any loss of profits, sales, business, or revenue, loss or corruption of data, information, or software, loss of business opportunity, loss of anticipated savings, loss of goodwill nor any indirect or consequential loss. Our total liability to non-consumers (businesses) in respect of all other losses arising under or in connection with these Shop T&Cs, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by you for the Products.

12 Force Majeure (Things we can't control)

IN SHORT: NO ONE IS RESPONSIBLE FOR "ACTS OF GOD"

12.1 Neither party shall be liable for any failure or delay in performance under these Shop T&Cs (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by conditions beyond its reasonable control, including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary licence), wars, insurrections, labour strikes or other labour difficulties, pandemics, epidemics, natural disasters, and/or any other cause beyond the reasonable control of the party whose performance is affected. The affected party shall promptly notify the other party of such an event and make all reasonable efforts to mitigate the effects of the force majeure event upon performance of these Shop T&Cs.

13 Transferring this contract to someone else

IN SHORT: WE CAN PASS THIS CONTRACT TO SOMEONE ELSE BUT YOU NEED OUR PERMISSION TO DO LIKEWISE

13.1 We may transfer or sub-contract all or part of our rights or duties under this these Shop T&Cs to another legal entity without your consent provided that your

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rights under these Shop T&Cs are not prejudiced. As these Shop T&Cs are personal to you, you may not transfer any of your rights or duties under them without our prior written consent.

14 English law and courts

IN SHORT: ENGLISH LAW APPLIES AND ONLY UK COURTS CAN ADJUDICATE ON DISPUTES

14.1 These Shop T&Cs shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any legal action or proceeding arising under these Shop T&Cs will be brought exclusively in the courts located in the United Kingdom. Consumers (i. e. individuals acting for purposes that are wholly or mainly outside their trade, business, craft, or profession) retain the protection afforded to them by mandatory provisions of local law, which includes the right to bring proceedings in their home courts.

15 General

HERE ARE SOME GENERAL BUT IMPORTANT POINTS THAT APPLY

15.1 If any provision of these T&C is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving its intent. If no such modification is possible, the provision shall be severed from these T&C, and the remaining provisions shall continue in full force and effect.

15.2 For EU customers: The European Commission provides a platform for online dispute resolution under http://ec.europa.eu/consumers/odr/.The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

15.3 If we do not insist immediately that you do anything you are required to do under these Shop T&Cs, or if we delay in taking steps against you in respect of your breaking these Shop T&Cs, 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.

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15.4 These Shop T&Cs are not intended to give rights to anyone except you and us. This does not affect our right to transfer our right or obligations or sub-contract our obligations under these Shop T&Cs to another legal entity under Section 13 above.

16 Information about us

Company name: All Our Minds Limited
Country of incorporation: Malta
Registered number: C 85983
Registered office and contact address: Vision Exchange Building, Territorials Street, Zone 1, Central Business District, Birkirkara, CBD 1070, Malta
Registered UK establishment Adesso Pro no. BR023450 at 46 Greek Street, London W1D 4EG:
Contact email address: info@allourminds.com
Other contact information: See our Website/Contact Page

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