

## **TERMS AND CONDITIONS**

**Version number: 1.0**

**Effective date: 25/09/2019**

### **1. Introduction**

1.1 We are Lboard Limited trading as “Lboard”. Our company information is at the end of this document.

### **2. Some definitions**

2.1 Here are some definitions which are used in this document (all capitalised):

- a) “App” – the Lboard mobile application.
- b) “Consumer” - an individual acting for purposes which are wholly or mainly outside that person’s trade, business, craft or profession.
- c) “Content” - all information of whatever kind (including profiles, posts, comments, images, photos, audio, video, messages, Reviews etc.), uploaded to our Service (including messages sent via our Service).
- d) “Driving Instruction Contract” – a contract for the supply of Driving Instruction Services.
- e) “Driving Instruction Services” –driving instruction and related services.
- f) “Instructor” – a User who uses our Service for the purpose of supplying Driving Instruction Services to Students.
- g) “Review” - any review, comment or rating.
- h) “Service” – our website, our App and any related services.
- i) “Store” – the app distributor from which you download the App (e.g. Apple App Store, Google Play App Store).
- j) “Store Rules” – any applicable rules, policies or terms of the relevant Store.
- k) “Student” – a User who uses our Service for the purpose of availing of Driving Instruction Services.
- l) “User” - persons or organisations using our Service (whether or not registered with us).

### **3. What this is all about – introduction to our terms and conditions**

3.1 These are our terms and conditions which apply to our Service. We’ve tried to make them user-friendly. Please read them carefully and save a copy as we don’t file a copy specifically for the transaction with you. They’re available in English only.

3.2 For App users: These terms and conditions are an “end user licence agreement” between you and us (not the Store) in relation to our App (i.e. setting out how we allow you to use our App). You also agree to be legally bound by the Store Rules.

3.3 Where you communicate with us on behalf of a company / organisation, you promise that you have authority to act on its behalf.

### **4. Changing our terms and conditions**

4.1 We may change these terms and conditions by giving notice by email, SMS and/or in-app message and/or by posting the new version on our website. Please check our website from time to time. You shall be bound by the revised agreement if you continue to use our Service following the effective date shown.

### **5. How you order - and forming a contract with us**

- 5.1 By registering on our website, you offer to enter a legal contract with us. We accept your offer and there is a binding legal contract when we send you a confirmation email. Alternatively, if you first download our App, you enter into a legal contract with us at that point.

## **6. Your right to use our Service**

- 6.1 We grant you a limited personal non-transferable right to use our Service on any applicable device owned or controlled by you (only Apple-branded where Apple Inc is the Store) subject to these terms and conditions and, where applicable, in accordance with the Store Rules.

## **7. Who can use our Service?**

- 7.1 You must not use, or attempt to register on, our Service if:
- a) you are below 15 years of age; or
  - b) you have been convicted of any offence, or subject to any court order, relating to assault, violence, sexual misconduct, harassment or dishonesty.

## **8. Acceptable use of our Service**

- 8.1 You undertake not to do any of the following in connection with the Service:
- a) breach any applicable law, regulation or code of conduct;
  - b) upload any Content (including links or references to other content), or otherwise behave in a manner, which:
    - is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
    - infringes any intellectual property or other rights of others;
    - involves phishing or scamming or similar; or
    - we otherwise reasonably consider to be inappropriate;
  - c) upload any Content which includes someone else's personal information unless that person is 18 years or over and you have obtained that person's explicit written consent or you are the parent/guardian of such person;
  - d) impersonate any person or entity in order to mislead others;
  - e) upload any Content which links to any third party websites which are unlawful or contain inappropriate Content;
  - f) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
  - g) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
  - h) do anything which may have the effect of disrupting the Service including denial of service attacks, worms, viruses, software bombs or mass mailings;
  - i) do anything which may negatively affect other Users' enjoyment of the Service;
  - j) gain unauthorised access to any part of the Service or equipment used to provide the Service;
  - k) use any automated means to interact with our systems excluding public search engines; or
  - l) attempt, encourage or assist any of the above.
- 8.2 You undertake to:
- a) comply with any rules or requirements on our Service;

- b) promptly comply with any reasonable request or instruction by us in connection with the Service; and
- c) ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.

## **9. Driving Instruction Services (very important - we only provide a platform)**

### *General*

- 9.1 Our Service constitutes a neutral platform whereby Instructors can arrange to supply Driving Instruction Services to Students. We do not supply those services. Any Driving Instruction Contract is between the respective Instructor and Student and the terms are for the parties to determine providing that they are consistent with this agreement. We are not a party to the Driving Instruction Contract itself. You acknowledge that any legal recourse arising from breach of the Driving Instruction Contract is against the other party to the Driving Instruction Contract and not against us.

### *Your undertakings and confirmations to us*

- 9.2 Instructors undertake to us (and to the relevant Student unless the parties otherwise agree) that in connection with supply of Driving Instruction Services to Students:
- a) they have and will maintain the necessary abilities (including licenses, permissions, qualifications, skills, training, expertise);
  - b) they will act in accordance with the highest applicable professional and industry standards; and
  - c) they will comply with all applicable laws and regulations and will not infringe any third party rights, including compliance with anti-discrimination laws.
- 9.3 Instructors acknowledge that we do not guarantee that use of our Service of itself will necessarily enable compliance with all applicable laws and regulations concerning the Driving Instruction Contract and it is the responsibility of Instructors to satisfy themselves thereof.
- 9.4 Instructors undertake to us that they will immediately inform us in writing of any relevant change to their circumstances, for example any changes to their licence to practice or insurance cover.
- 9.5 Users undertake to us that they will deal with other Users in a polite and courteous manner and to respond promptly to communications from other Users.
- 9.6 Users undertake to us that they will only use any personal information of other Users strictly in accordance with applicable confidentiality and data protection laws and regulations.
- 9.7 Instructors acknowledge that we do not guarantee that use of our Service will generate any particular level of revenues or suitable enquiries.

### *Payment, cancellations and refunds*

- 9.8 Payments by Students as well as cancellations and refunds are to be agreed between Students and Instructors subject to any minimum requirements stated on our Service. Instructors are entitled to change driving lesson offers and prices at any time at their discretion and any pre payments made by the Students are honored at the time of purchase only. We are not responsible for any price changes made by the Instructors and the validity period.

*Complaints*

- 9.9 If you have any complaint about another User, you must notify us promptly by email to our email address shown below. We may in our discretion help to try and resolve the dispute but we do not promise to get involved.

*Our right to end or suspend the Driving Instruction Contract*

- 9.10 You acknowledge that we are entitled at any time to end or suspend any Driving Instruction Contract by giving notice by email, SMS and/or in-app message, if we consider that either party has breached this agreement or it is necessary to protect either party.

**10. If you upload Content to our Service (e.g., Instructor profile or Reviews) ...**

- 10.1 You are responsible for your Content.
- 10.2 You guarantee you have (and will retain) all rights and permissions needed to enable use of your Content as contemplated by the Service and these terms and conditions.
- 10.3 If you post a Review, you guarantee that you have no personal or business relationship with the entity being reviewed, that you are not a competitor of that entity, that have not been offered any incentive to write the Review and that the Review is your independent, honest, genuine opinion.
- 10.4 If you use any features on our site which enable you to share your Content with third party sites, we are not responsible for use of your Content on those third party sites.
- 10.5 We reserve the right without notice or refund to reject, suspend, alter, remove or delete Content or to disclose to the police or other relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal offence may have been committed, or where required by law or where requested by the police or other appropriate authorities, or if we consider that Content does not meet our quality standards. If so, you must not attempt to re-publish or re-send the relevant Content.
- 10.6 It is your responsibility to decide which Content to upload (subject to these terms and conditions). We do not accept responsibility if your Content is misused by others as this is outside our reasonable control. Don't upload any Content if you are concerned that it may be misused.
- 10.7 We may place advertisements near or within your Content. If so, we retain all revenue from such advertisements.

- 10.8 It is your responsibility to make your own backup of Content to protect you in case of loss or damage to such material. We are not responsible for such loss or damage.
- 10.9 We may irretrievably delete your Content without telling you after this agreement ends or if your account has been inactive for six months.
- 10.10 Uninstalling the App may result in deletion of all Content on your device.

## **11. Dealing with other Users...**

- 11.1 You accept that we have no obligation to vet or monitor Users or their Content. While we may make some enquiries, such as asking for proof of professional qualifications, we don't guarantee to do so and, even if we do, we cannot guarantee that such information is or will remain accurate and up to date. We don't endorse or recommend any Users or their Content. You deal with other Users at your own risk. We accept no legal responsibility for the accuracy of, or otherwise in relation to, any such Content or in connection with any dealings between Users. Where appropriate, it is your responsibility to carry out careful and detailed investigations before dealing with other Users including use of or reliance on their Content. You should not assume that any Content from another User is accurate and be aware that a person may not be who he or she claims to be.
- 11.2 You acknowledge that in using the Service you may encounter behaviour or Content which you consider inappropriate. If so, please email us to our email address shown below (including if you wish to give us notice of defamatory material). Please also use any available blocking mechanisms, seek relevant external help if appropriate (e.g. from law enforcement authorities) and/or stop using the Service.
- 11.3 When arranging through the Service to meet another person, you must take appropriate precautions and follow any guidelines on our Service. We cannot control what actually happens at such meetings which are at your own risk and are not our responsibility.
- 11.4 If you are an Instructor, you acknowledge that we permit Users to post Reviews in relation to your service and that these will be publicly available for viewing. We are not responsible for monitoring or editing Reviews. You acknowledge that such Reviews may be critical or defamatory of you.

## **12. Other peoples' services / advertising / websites**

- 12.1 We may display other peoples' services, advertising and /or links to other websites. We do not recommend or endorse, nor are we legally responsible for, any of these. You use them at your own risk.

## **13. Guidance**

- 13.1 If we ourselves provide any guidance or other general information on our Service, we do not guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. You rely on such information at your own risk.

## **14. Your account**

- 14.1 Your account is non-transferable. You undertake not to allow any other person to use your account except to grant access to authorised users in accordance with the functionality of our Service. You undertake to take reasonable care to keep your login information confidential and to notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for authorised users and (unless and to the extent that we are at fault) for third parties who use your account or identity.
- 15. Payment by Instructors**
- 15.1 Subscriptions can be acquired at the prices, for the periods and by the payment methods specified on our Service. Payment is in advance.
- 15.2 The prices shown on our website include any applicable VAT unless we say otherwise.
- 15.3 You are legally committed to pay your subscription payment once we confirm your order.
- 15.4 If we have mis-priced any part of our Service, we are not obliged to supply the Service provided we notify you. If we do notify you, then you can decide if you want continue with the Service at the correct price but, if you do not, we will provide a full refund of any payments already made.
- 15.5 Where stated on our Service when you subscribed, your subscription will continue to be auto-renewed for the same subscription period which you signed up to unless you end your subscription before the renewal date by following the instructions on our Service. Ending your subscription does not entitle you to a refund. You authorise us and our payment provider to charge your payment card for the relevant amounts when payments are due in accordance with this agreement.
- 15.6 We may at any time change our subscription prices. The new rate takes effect if you apply for a new subscription after we post the new prices on our Service. For existing subscribers, we will give you notice by email at least one month before any price change takes effect. If you do not accept the new fee, you should end your subscription by following the instructions on our Service. Otherwise the next renewal of your subscription after the one month's notice will be at the new price.
- 15.7 You must contact us immediately with full details if you dispute any payment.
- 15.8 You must make all payments without any set-off, counterclaim or any other deduction.
- 15.9 If any amount due to us is unpaid (including unjustifiable chargeback), without prejudice to any other remedy that may be available to us, we may charge you: (1) a reasonable additional administration fee; (2) the amount of any third party charges imposed on us; and/or (3) interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998.
- 16. Discount codes**
- 16.1 We may offer discount codes from time to time. Such codes may only be applied to purchases made through the account in respect of which the discount code was

offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated: codes (1) are only available for future new orders placed online; (2) cannot be used retrospectively; (3) can only be redeemed once per customer; and (4) expire after 12 months. You cannot use more than one discount code per transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion.

- 16.2 We reserve the right to reject any discount code if we consider that it is being used in breach of these terms. Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

## **17. Support**

- 17.1 We do not supply support except to the extent specifically stated on our Service, as may be varied from time to time. You acknowledge that the Store has no obligation to supply any maintenance and support services in relation to the App.

## **18. Compatibility of App**

- 18.1 The App is compatible with applicable mobile devices and associated operating systems (OS's) which have been released as at the date we launched the App (or as at the most recent App update). We do not guarantee that the App is or will be compatible with any other devices or OS's. We may issue App updates through the Store; if so, you may not be able to use our App properly or at all until you have downloaded the update, which may be subject to the agreement of new terms and conditions. It is your responsibility to frequently monitor for App updates and to install them as soon as they become available.

## **19. Functioning of our Service**

- 19.1 We do not guarantee that the Service will be uninterrupted or error-free. We are entitled, without notice and without liability (a) to suspend the Service for repair, maintenance, improvement or other technical reason and (b) to make changes to the Service provided these don't have a seriously negative effect on the Service.

## **20. Ending or suspending this contract**

- 20.1 If you are an Instructor, this contract automatically ends if your subscription expires without renewal.
- 20.2 You may at any time end this contract by closing your account in accordance with the instructions on our Service and, if applicable, by uninstalling the App from all of your devices. (This doesn't entitle you to a refund unless you have Consumer "cooling off" rights, explained above.)
- 20.3 We are entitled at any time (with or without notice) to end this contract or suspend part or all of our Service or impose restrictions on our Service if:
- a) we have reason to believe that you have breached our terms and conditions;
  - b) any fees due to us are unpaid / unjustifiably charged back;
  - c) we think that it is necessary to protect us or others; or
  - d) we are required to do so by law or appropriate authority.
- There will be no refund.

- 20.4 We are entitled at any time to end this contract at any time without giving reasons by email notice and/or by SMS and/or in-app message. If so, we will refund in full any fees already paid which relate to the period after termination.
- 20.5 We are entitled at any time end this contract by email notice and/ or by SMS and/or in-app message without refund if we terminate our Service as a whole.
- 20.6 If either of us ends this contract:
- a) It still continues insofar as necessary to facilitate any pending Driving Instruction Contracts you entered into before termination (which are unaffected)
  - b) Subject to the above, your right to use our Service and all licences are terminated.
  - c) Existing rights and liabilities are unaffected.
  - d) All clauses in this contract which are stated or intended to continue after termination will continue to apply.
  - e) You must not attempt to re-register for or continue to use our Service if we have given you notice of termination.
- 21. Liability – restrictions on our legal responsibility (IMPORTANT)**
- 21.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 21.2 **Very important:** *If you are a Consumer*, we shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty owed to you by us or by any of our employees or agents;
  - b) such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
  - c) such loss or damage is caused by you, for example by not complying with this agreement; or
  - d) such loss or damage relates to a business of yours.
- 21.3 **Very important:** *If you are a Consumer*, you will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our Service (subject of course to our obligation to mitigate any losses).
- 21.4 *The following clauses apply only if you are not a Consumer:*
- a) If you are or were a subscriber, our total aggregate liability of any kind (including our own negligence) is limited to the total fees paid by you to us in connection with our Service.
  - b) In no event (including our own negligence) will we be liable for any:
    - economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
    - loss of goodwill or reputation;
    - special, indirect or consequential losses; or
    - damage to or loss of data(even if we have been advised of the possibility of such losses).

- c) You will indemnify us against all claims and liabilities directly or indirectly related to your use of the Service and/or breach of this agreement.
- d) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- e) This agreement constitutes the entire agreement between us with respect to its subject matter and supersedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

21.5 The following applies where Apple Inc is the Store:

- a) In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if applicable). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility subject to these terms and conditions.
- b) We, not Apple, are responsible for addressing your claims or the claims of any third party relating to the App or the end-user's possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation including use of HealthKit and HomeKit frameworks.

## **22. Intellectual property rights (e.g. copyright)**

- 22.1 The intellectual property rights in all material used on or in connection with our Service are owned by us or by our partners or other Users. For your personal use only, you may view such material on your device. You must not otherwise use such material including copying, publishing, selling or adapting it or taking extracts from it without our specific prior written consent. You must not misrepresent the ownership or source of such material, for example by changing or removing any legal notices or author attributions.
- 22.2 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.
- 22.3 You must not circumvent or otherwise interfere with any security related features of the Service or features that limit or prevent copying of Content or which restrict use of Content.
- 22.4 You must not reverse-engineer or decompile any of our software in any way (except to the extent allowed by applicable law). You must not create or use a modified or derivative version of our software or distribute or sublicense our software to third parties. You must take reasonable steps to ensure that our software is not disclosed to any third party.

22.5 If you upload any Content to our Service or provide us with any ideas or suggestions for our Service, you allow us at no cost, and forever, to use and adapt all or part of such material however we wish on our Service. You also allow each User to use your Content in accordance with these terms and conditions.

22.6 In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, we, not the Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

### **23. Privacy**

23.1 You acknowledge and agree that we may process your personal information in accordance with the terms of our [privacy and cookies policy](#) which is subject to change from time to time.

### **24. Events outside our control**

24.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

### **25. Legal compliance**

25.1 You promise that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. (This clause is required by Apple, Inc.)

### **26. Apple Inc is a "Third Party Beneficiary"**

27. Where Apple Inc is the Store: You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof.

### **28. Transfer**

28.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

### **29. English law**

29.1 This contract is under English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>. Our email address is at the end of this document.

### **30. General but important stuff**

30.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated above). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a "waiver" (i.e. that it cannot be enforced later). If any part of this agreement is

ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

**31. Lesson Bookings by Students**

- 31.1 Only the first lesson can be booked online by Students even if a package of multiple lessons have been booked. This booking can be cancelled online within 24 hours of booking and thereafter by contacting the Instructor.

**32. Instructor Working Hours**

- 32.1 The Working Hours of the Instructor is not under our jurisdiction and is solely at the discretion of the Instructor.

**33. Complaints**

- 33.1 If you have any complaints, please contact us via the contact details shown below.

**34. Company information**

- 34.1 Company name: Lboard Limited  
34.2 Trading name: Lboard  
34.3 Country of incorporation: England and Wales.  
34.4 Registered number: 11352896  
34.5 Contact email address: [contactus@lboard.com](mailto:contactus@lboard.com)  
34.6 Other contact information: See our website.  
34.7 VAT number: 991985058