1. INTRODUCTION

Welcome to our application (the “App”). This App is published by or on behalf of Clarify Ltd ("Clarify Ltd" or "Clarify" or “we” or “us”) a company registered in England under company number 8052335. Legal Address: 54 Weald Lane, Harrow Weald Middlesex HA 5EX. Contact email: clarify@clarifylanguage.com. Visit www.clarifylanguage.com for more information.

BY DOWNLOADING OR OTHERWISE ACCESSING THE APP YOU AGREE TO BE BOUND BY CARIFY LTD APP TERMS AND CONDITIONS ("TERMS AND CONDITIONS" OR "TERMS") INCLUDING CLARIFY LTD PRIVACY POLICY ("PRIVACY POLICY") AND CLARIFY LTD COOKIES POLICY ("COOKIES POLICY") AND CLARIFY LTD TERMS AND CONDITIONS FOR IN-APP VOUCHER CODES (“TERMS AND CONDITIONS FOR IN-APP VOUCHER CODES”). If you have any queries about the App or these Terms, you can contact Clarify Ltd by any of the means set out in paragraph 13 of these Terms. If you do not agree with these Terms, you should stop using the App immediately.

2. GENERAL RULES RELATING TO CONDUCT:

The App is made available for your own, personal use. THE APP MUST NOT BE USED FOR ANY COMMERCIAL PURPOSE WHATSOEVER OR FOR ANY ILLEGAL OR UNAUTHORISED PURPOSE. When you use the App you must comply with all applicable UK laws and with any applicable international laws, including the local laws in your country of residence (together referred to as “Applicable Laws”).

You agree that when using the App you will comply with all Applicable Laws and these Terms. In particular, but without limitation, you agree not to:

(a) use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or

(b) attempt to gain unauthorised access to the App or any networks, servers or computer systems connected to the App; or

(c) modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify Clarify Ltd and its group companies, trusted publishers, performance and content partners (hereby referred to as “Partners”) in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms or Applicable Laws.

3. CONTENT

The copyright in all material contained on, in, or available through the App including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material (“Material”) is owned by or licensed to Clarify Ltd or its Partners.
ALL RIGHTS ARE RESERVED. You can view, print or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without Clarify Ltd’s express permission.

The trademarks, service marks, and logos (“Trade Marks”) contained on or in the App are owned by Clarify Ltd or its Partners or third party partners of Clarify Ltd. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent of Clarify Ltd or the relevant Partner or the relevant third party partner of Clarify Ltd.

4. LINK TO THIRD PARTIES

The App may contain links to websites operated by third parties (“Third Party Websites”). Clarify Ltd may monetise some of these links through the use of third party affiliate programmes. Notwithstanding such affiliate programmes, Clarify Ltd does not have any influence or control over any such Third Party Websites and, unless otherwise stated, is not responsible for and does not endorse any Third Party Websites or their availability or contents.

5. CLARIFY LTD PRIVACY POLICY

We take your privacy very seriously. Clarify Ltd will only use your personal information in accordance with the terms of our Privacy Policy and Cookies Policy. By using the App you acknowledge and agree that you have read, understand and accept the terms of our Privacy Policy and Cookies Policy and these Terms.

6. DISCLAIMER / LIABILITY

USE OF THE APP IS AT YOUR OWN RISK. THE APP IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) CLARIFY LTD DISCLAIMS ALL LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE APP; AND (B) ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS RELATING TO THE APP (WHETHER IMPLIED BY STATUE, COMMON LAW OR OTHERWISE), INCLUDING (WITHOUT LIMITATION) ANY WARRANTY, TERM OR CONDITION AS TO ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OR ANY SPECIAL PURPOSE, AVAILABILITY, NON INFRINGEMENT, INFORMATION ACCURACY, INTEROPERABILITY, QUIET ENJOYMENT AND TITLE ARE, AS BETWEEN CLARIFY LTD AND YOU, HEREBY EXCLUDED. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE FOREGOING, WE ACCEPT NO RESPONSIBILITY FOR ANY TECHNICAL FAILURE OF THE INTERNET AND/OR THE APP; OR ANY DAMAGE OR INJURY TO USERS OR THEIR EQUIPMENT AS A RESULT OF OR RELATING TO THE APP. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

Clarify Ltd will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the App, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.

IF CLARIFY LTD IS LIABLE TO YOU DIRECTLY OR INDIRECTLY IN RELATION TO THE APP, THAT LIABILITY (HOWSOEVER ARISING) SHALL BE LIMITED TO: (A) FOR FREE VERSION ZERO POUNDS STERLING (£0.00); OR (B) FOR PAID VERSIONS TWO MONTHS SUBSCRIPTION FEE, BUT IN ANY CASE LIMITED TO FIFTY POUNDS STERLING (£50.00).
Nothing in these Terms shall be construed as excluding or limiting the liability of Clarify Ltd or Partners for death or personal injury caused by its negligence or for any other liability, which cannot be excluded by English law.

7. SERVICE SUSPENSION

Clarify Ltd reserves the right to suspend or cease providing any services relating to the apps published by it, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

8. ADVERTISERS IN THE APP

We accept no responsibility for adverts contained within the App. Clarify Ltd may use different advertising programs, including but not limited to Google AdSense and iAd. The contents of the ads and the related privacy policy is the advertisers’, not Clarify Ltd’s, responsibility. If you agree to purchase goods and/or services from any third party who advertises in our Apps, you do so at your own risk. The advertiser, not Clarify Ltd, is responsible for such goods and/or services and if you have any queries or complaints in relation to them, your only recourse is against the advertiser.

9. COMPETITIONS

If you take part in any competition which is run in or through the App (“Competition”), you agree to be bound by the rules of that competition and any other rules specified by Clarify Ltd from time to time (“Competition Rules”) and by the decisions of Clarify Ltd, which are final in all matters relating to the Competition. Clarify Ltd reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the Competition Rules.

10. IN-APP VOUCHER CODES

Any in-app voucher codes issued by Clarify Ltd may only be used in accordance with our Terms and Conditions for In-App Voucher Codes.

11. SUPPORT

 Clarify Ltd provides limited support for the App and the App is provided "as is". To the extent that any maintenance or support is required by applicable law, Clarify Ltd, not the app distributor or operating system of your mobile device, shall be obligated to furnish any such maintenance or support. You can contact Clarify Support at clarifysupport@clarifylanguage.com. Also visit www.clarifylanguage.com for more information.

12. GENERAL

These Terms (as amended from time to time) constitute the entire agreement between you and Clarify Ltd concerning your use of the App.
Clarify Ltd reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link in the App to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App. No other variation to these Terms shall be effective unless in writing and signed by an authorised representative on behalf of Clarify Ltd.

These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

Clarify Ltd’s failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Clarify Ltd in writing.

Unless otherwise expressly stated, nothing in the Terms shall create any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you, Clarify Ltd and its Partners.

13. CONTACT US

You can contact Clarify Ltd at our Office Address: c/o iFinger Ltd - Rådmann Halmrasts vei 16, NO-1337 Sandvika. Contact email: clarify@clarifylanguage.com. For support: clarifysupport@clarifylanguage.com. Also visit www.clarifylanguage.com for contact details.

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CLARIFY LTD APP PRIVACY POLICY

1. INTRODUCTION

This application ("App") has been developed and is operated and maintained by or on behalf of Clarify Ltd ("Clarify Ltd" or "Clarify" or "we" or "us").
Clarify Ltd is committed to protecting the privacy of your personal information whilst striving to provide the very best user experience. We want our apps to be safe and enjoyable for everyone. Under the Data Protection Act 1998 and related laws, we have a legal duty to protect the personal information we collect from you.

If you have any concerns, questions or comments about this privacy policy or the App you can contact us using the contact details in paragraph 11 of this Privacy Policy.

2. THE TYPES OF PERSONAL INFORMATION WE COLLECT AND HOW WE COLLECT IT

Information you provide upon downloading the free version App or purchasing the paid version App via the App Store: When you download our free App or purchase our paid version Apps via an application store (including but not limited to the iTunes App Store, Blackberry App World, Amazon Appstore, Nook Books, Google Play and/or the Windows App Store ("App Store")), you will need to register an account with and provide certain personal information to the App Store, if you have not already done so. You will be able to select how the App Store and Clarify Ltd can use that information for marketing purposes. You can update your marketing preferences at any time by following the instructions to amend your details, normally in the account management section of the App Store. We will only use your information in accordance with your instructions and as set out in this Privacy Policy.

Information you provide upon entering a promotion or competition run in an App: If you enter a promotion or competition run in the App we will use your personal information in accordance with the terms of the promotion or competition.

Information you provide when taking part in a poll or survey run in an App: If you take part in a poll or survey run in an App we will use your personal information in accordance with the terms of the poll or survey.

Games: If you register to play a game through an App, we will use your personal information in accordance with the terms of the game.

Demographic and other data: The App uses cookies and other tracking technology to collect information about your use of our App, information about your device such as your device ID, IP address and browser type, demographic data and, if you arrived at the App via a link from a site other than the relevant App Store, the URL of the linking page. It may also collect your name and email address. The data collected through cookies and other tracking technology may be transferred to third parties. For more information on how this App uses cookies and other tracking technology, see our Cookie Policy.

Email communications: Clarify Ltd may use web beacons in our emails to track the success of our marketing campaigns. Our web beacons do not store any information on your computer but, by communicating with our cookies on your computer, they can tell us when you have opened an email from us. We may keep track of the emails that we send you. We also keep a record of what communications you have selected to receive or not to receive. If you would like to opt out of receiving such emails, please click the “unsubscribe” link in the email and follow the instructions.

3. HOW WE USE THE INFORMATION THAT WE COLLECT

The relevant App Store owns the information it collects when you purchase this App through the App Store. They may share some of that information with us, depending on the selections you have made. We will use it, as applicable, to:

- provide you with services or information that you have requested or products or services that you have ordered, such as Apps and subscriptions to Apps
• confirm or fulfill an order you have submitted

• inform you if you have won a prize

• monitor or improve the performance of, and products and services available through, this App

• monitor compliance with our terms and conditions of use of the App, enforce our rights and protect the safety of others including investigating and if necessary removing any content about which we receive a complaint

• send you promotional materials or special offers on our behalf or on behalf of our Partners or marketing partners. If you do not want to receive this marketing information you can stop receiving this information at any time by following the unsubscribe instructions on the correspondence you receive or by amending your marketing preferences, normally in the App Store account management section

• for any purpose if we are required to do so by any law or other regulatory or government authority

By providing us with your personal information, you consent to us: (a) processing your information as set out in this Privacy Policy and in any other manner you expressly consent to; (b) processing your sensitive personal data, such as health data (if provided); and (c) transferring your information to countries or jurisdictions which do not provide the same level of data protection as the UK, if necessary for these purposes. If we do make such a transfer, we will, if appropriate, put a contract in place to ensure that your information is protected.

If you provide Clarify Ltd personal information about others, or if others give Clarify Ltd your information, we will only use that information for the specific reason for which it was provided to us.

4. WHO WE MAY SHARE YOUR PERSONAL INFORMATION WITH

Agents: Clarify Ltd use third parties to perform certain functions on our behalf including fulfilling orders, sending emails, organising and managing competitions, promotions, surveys or polls, removing repetitive information from customer lists, App analysis, data analysis and processing credit card payments. They will have access to your personal information if necessary to perform their function but they cannot use it or disclose it for any other purpose, unless you have specifically given them consent to do so.

Aggregate Information: Clarify Ltd may share aggregate, non-personally identifiable information, such as demographics and App usage statistics, with advertisers, sponsors and other organisations.

Third-Party Ad Serving Services: Clarify Ltd or the App Store may use a third-party network advertiser to serve advertisements within the App. Network advertisers are third parties that display advertisements based on the category the App falls into. Third-party ad serving enables us to target advertisements to you for products or services you might be interested in. This App’s advertisers and/or sponsors may themselves set and access their own cookies on your device if you have your cookies enabled in your browser.

Third Party Analytics Services: Clarify Ltd may use the Google Analytics, Mixpanel or other analytics services to anonymously collect and analyse which pages of the App are viewed and for how long and which links are followed, so that we can provide more content which is of interest to you. Clarify Ltd may use Google AdWords Free Conversion Tracking. The conversion tracking cookies will persist for a limited time only, and conversion data cannot be matched to specific customers (conversions are not isolated).
5. MAINTAINANCE AND STORAGE OF INFORMATION

Your information is collected through the relevant App Store and certain information is passed on to us. We store that information on servers which are owned and maintained by or on behalf of Clarify Ltd and/or its Partners. We may keep your information for a reasonable period for the purposes set out in this privacy policy.

6. LINKS TO OTHER WEBSITES

This App may contain links to other websites and we may display advertisements from third parties in our App. We may monetise some of these links through the use of third party affiliate programmes. Notwithstanding such affiliate programmes, we are not responsible for the content or privacy policies of these websites or for third party advertisers, even if they use the App’s logo as part of a co-branding agreement, nor for the way in which information about their users is treated. Before submitting any personal information to such websites, you should check their privacy policy.

7. SOCIAL MEDIA

Clarify Ltd holds accounts in social media such as Facebook, LinkedIn, Twitter, Instagram and others. You are at all times responsible for your actions in social media, including posting, commenting, liking, unliking, tagging and how you share information such as messages, photos, and videos with others. We cannot control the actions of others with whom you may choose to interact with or share your pages and information. Also we cannot guarantee that the content you post on our site or with the use of our applications will not be viewed by others outside your network.

8. SECURITY

In accordance with our requirements under the Data Protection Act 1998, Clarify Ltd will adopt appropriate security procedures to help prevent unauthorised access to your information. Neither Clarify Ltd nor any of its Partners shall be liable for any attempt to hack or crack or otherwise gain access to any of your information on servers owned and maintained by or on behalf of Clarify Ltd and/or its Partners.

9. A NOTE FOR PARENTS CONCERNING PRIVACY

This App and the App Store is for a general audience although age gating may be set by the relevant App Store based upon information we provide when we submit the App to the relevant App Store. We do not currently knowingly collect any personal information from children under the age of sixteen years. If, in the future, we collect personally identifiable information from children through an App Store, we will do so in compliance with all relevant laws and regulations including, without limitation, obtaining parental consent where necessary. The Internet offers children wonderful educational and entertainment resources. Your guidance and involvement are essential to help ensure that children have a safe and rewarding online experience. We encourage you to visit http://www.google.co.uk/goodtoknow/familysafety and the GetNetWise website to learn more about parental control tools.

10. POLICY CHANGES

By using this App you agree to the terms of this Privacy Policy, our Cookies Policy, our Terms of Use and our Terms for In-App Voucher Codes. We may amend this Privacy Policy, our Cookies Policy, our Terms of Use and/or our Terms for In-App Voucher Codes from time to time. If we do so, an updated version will be available through a link in the App. You will be bound by the new terms upon your continued use of this App.
11. QUESTIONS ABOUT THIS APP AND THE INFORMATION WE HOLD ABOUT YOU

If you have any general questions about this App, other Clarify Ltd Apps or websites, you can contact Clarify Ltd at our Office Address: c/o iFinger Ltd - Rådmann Halmrasts vei 16, NO-1337 Sandvika. Contact email: clarify@clarifylanguage.com. Also visit www.clarifylanguage.com for more information. If you have any questions about your information including what we hold and how it is used, you can contact us at clarifysupport@clarifylanguage.com. You are entitled to ask for a copy of the information we hold about you (for which we may charge a small fee) and to have any inaccuracies in your information corrected.

The security of your personal or application use information is important to us. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.

If you have any questions about security on our App or Web site, you can contact us at clarifysupport@clarifylanguage.com.

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at clarifysupport@clarifylanguage.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

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APP COOKIE POLICY

COOKIES, WEB BEACONS AND SIMILAR TECHNOLOGY

1. WHAT ARE THEY

A cookie is a small piece of information which is sent to the hard drive of your device by a web server so that some information about your browsing activity can be collected. Other technology can also be used to collect that information without sending information to the hard drive of your device. In this policy we use the term “cookie” to mean any technology that is collecting information from your device. The cookie will collect information relating to your use of Clarify Ltd’s Apps and websites, information about your device such as the device ID, IP address and browser type, demographic data and, if you arrived at one of our Apps via a link from a site other than the relevant App Store (including, but not limited to the iTunes App Store, Blackberry App World, Amazon Appstore, Nook Books, Google Play and/or the Windows App Store), the URL of the linking page. The information will be collected both when you are connected to the internet and when you are not. If you have downloaded our free version App or purchased our paid version Apps and have elected to share information with us as part of that process, it may also collect your name and email address, which may be transferred to data
processors for verification purposes or a third party ad server to measure your activity, such as interaction with an advert or purchase of a product.

A web beacon is a line of code which is used by a website or less frequently a third party ad server to measure a user’s activity, such as interaction with an advert or purchase of a product. A web beacon is often invisible because it is only 1 x 1 pixel in size with no colour. A web beacon can also be known as a web bug, 1 by 1 GIF, invisible GIF and tracker GIF.

2. HOW DOES CLARIFY LTD USE THEM?

Clarify Ltd, together with our trusted partners, use cookies for the following purposes:

(i) to measure users behaviour to better develop our apps. By using analytics services provided by Google Analytics, Mixpanel and/or other analytics services Clarify Ltd can analyse which pages are viewed and how long for and which links are followed, so that we can provide more content which is of interest. Clarify Ltd also uses this analysis to report on our performance and we may use it to sell advertising. If you download our free Apps or purchase any of our paid version Apps, Clarify Ltd will also monitor which apps you’ve accessed;

(ii) to manage online advertising and revenue share arrangements. Our approved, advertising partners, primarily Google AdSense and Google AdWords, use cookies together with web beacons to provide advertising to you and to enable us to manage our relationship with those advertisers by, for example, tracking how many unique users have seen a particular advertisement or followed a link in an advertisement;

Clarify Ltd may also include web beacons (also known as clear GIFs or web bugs) in our emails to track the success of our marketing campaigns. Our web beacons do not store additional information on your computer but, by communicating with our cookies on your computer, they can tell us when you have opened our email.

The information generated by the cookie about your use of our Apps (including your IP address) will be transmitted to and stored on servers owned or maintained by or on behalf of Clarify Ltd’s service providers. They may also transfer this information to third parties where required to do so by law, or where such third parties process the information on their behalf. By using this website, you consent to the processing of data about you by those service providers in the manner and for the purposes set out above.

Clarify Ltd may use Google Analytics Display Advertising. This may include Remarketing with Google Analytics, Google Display Network Impression Reporting, the DoubleClick Campaign Manager Integration and Google Analytics Demographics and Interest Reporting.

If Remarketing with Google Analytics is used to advertise online, then: (i) Third-party vendors, including Google, may show our ads on sites across the Internet, and (ii) Clarify Ltd and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimise and serve ads based on someone’s past visits to our website.

If Google Display Network Impression Reporting and DoubleClick Campaign Manager Integration is used, then: Clarify Ltd and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie)
and third-party cookies (such as the DoubleClick cookie) together to report how our ad impressions, other uses of ad services and interactions with these ad impressions and ad services are related to visits to our site.

If Google Analytics Demographics and Interest Reporting is used, then data from Google's Interest-based advertising or 3rd-party audience data (such as age, gender and interests) is used to optimize our App performance and content, further product development and continuous improvement.

3. HOW DO YOU CONTROL HOW COOKIES/WEB BEACONS ARE USED AND WHICH ADS ARE SHOWN?

Cookies can be deleted from your hard drive or from the settings menu on your device. To learn more about how to reject cookies, visit www.allaboutcookies.org or go to the help menu within your internet browser. If you experience any problems having deleted cookies, you should contact the supplier of your web browser.

If you would like to disable “third party” cookies generated by advertisers or providers of targeted advertising services, you can turn them off by going to the third party’s website and getting them to generate a one-time “no thanks” cookie that will stop any further cookies being written to your machine. Here are links to the main third party advertising platform we use, which have instructions on how to do this:

http://www.google.com/privacy_ads.html
You can find out how to decline other online behavioural advertising by visiting:

http://www.networkadvertising.org/managing/opt_out.asp
If you object to web beacons in emails, we recommend that you follow the instructions for deleting existing cookies and disabling future cookies above. Clarify Ltd will still know how many of our emails are opened and we will automatically receive your IP address, a unique identifier of your computer or other access device; but we will not identify you as an individual.

If you wish to prevent your data from being used by Google Analytic, you can visit the Google Analytics opt-out browser add-on page at https://tools.google.com/dlpage/gaoptout/.

You can opt out of Google Analytics for Display Advertising and customise Google Display Network ads by visiting Settings for Google Ads: https://www.google.com/settings/u/0/ads?hl=en-GB&sig=ACi0TCj606MEk15r0Egi9vKrge4YGMwBnIsxlNJ7TE3_0HuEKwP4tRpsrksMFd3dZhyiIRkgAOFV7LabQ4TjpaYeeU6KZQ8ID2Rrj5QHYvy1nQFmYmbCnclcj5s2K7295Phi2uywwZ3YTIwXucKtzwW627yPCQgo-Mh_yVXndENYDH5OZHvYWs.

If you wish to opt out of a third-party vendor’s use of cookies, please visit by visiting the Network Advertising Initiative opt out page: http://www.networkadvertising.org/choices/.
4. HOW TO FIND OUT MORE INFORMATION

For more information about cookies please visit www.allaboutcookies.org and for more information about behavioural advertising in particular please visit www.youronlinechoices.com/uk/.

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Support: clarify@clarifylanguage.com
Web: www.clarifylanguge.com

CLARIFY LTD TERMS AND CONDITIONS FOR IN-APP VOUCHER CODES

An in-app voucher code is and shall remain the property of Clarify Ltd (“Clarify Ltd” or “Clarify” or “we” or “us”). The right to use an in-app voucher is personal to the original recipient and may not be transferred or reproduced in any form or by any means for use by anyone other than the original recipient, without the prior written permission of Clarify Ltd. Clarify Ltd reserves the right to withdraw or cancel a voucher code for any reason at any time.

1. USING IN-APP VOUCHER CODES

In-app voucher codes can only be used in respect of specific Clarify Ltd iPad and iPhone apps subject to these general terms and conditions and any other specific conditions notified to you on the issue of an in-app voucher code.

To use your in-app voucher code you will be required to enter the supplied code in the designated App. This action will also confirm your agreement to these terms and conditions.

The in-app voucher code will be valid for single use against a specific product or products, and may not be used in conjunction with any other special offer or voucher code.

Please be aware that if you have not made an in-app purchase from Clarify Ltd before (single issue or subscription), for technical reasons you will only be able to view the content associated with the voucher code on the device on which you first download it. You will not be able to transfer the content or re-download it on another device. Similarly, if you delete the app, your entitlement to the in-app voucher code content will expire.

2. SECURITY AND FRAUD

When you use an in-app voucher code you warrant to Clarify Ltd that you are the duly authorised recipient of the voucher code and that you are using it in good faith.

If Clarify Ltd reasonably believes that any in-app voucher code is being used in breach of the relevant terms and conditions, Clarify Ltd may reject or cancel any voucher code and you will have no claim against Clarify Ltd or Apple in respect of any rejection or cancellation. Clarify Ltd reserves the right to take any further action it deems appropriate in such instances.
3. LIMITATION AND LIABILITY

Clarify Ltd shall not be liable to anyone for any financial loss arising out of the refusal, cancellation or withdrawal of any in-app voucher code or any failure or inability of anyone to use an in-app voucher code for any reason.