
TERMS & CONDITIONS LISTEN NOW APP

By downloading or using the app, these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the app. You're not allowed to copy or modify the app, any part of the app, or our trademarks in any way. You're not allowed to attempt to extract the source code of the app, and you also shouldn't try to translate the app into other languages or make derivative versions. The app itself, and all the trademarks, copyright, database rights, and other intellectual property rights related to it, still belong to Paul Mitchell.

Paul Mitchell is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you're paying for.

The Listen Now app stores and processes data that you have provided to us. Some of this data may be of a personal nature. It's your responsibility to keep your phone and access to the app secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that the Listen Now app won't work properly or at all, or access to the data stored in the app is accessible to others without permission. Paul Mitchell takes no responsibility if you do not take appropriate precautions to secure your device.

The app does use third-party services that declare their Terms and Conditions.

Link to Terms and Conditions of third-party service providers used by the app

- [Google Play Services](#)
- [AdMob](#)
- [Google Analytics for Firebase](#)
- [Firebase Crashlytics](#)
- [Unity](#)

You should be aware that there are other things that Paul Mitchell will not take responsibility for. Certain functions of the app will require the app to have an active internet connection. The connection can be Wi-Fi or provided by your mobile network provider, but Paul Mitchell cannot take responsibility for the app not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.

If you're using the app outside of an area with Wi-Fi, you should remember that the terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third-party charges. In using the app, you're accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e., region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

Along the same lines, Paul Mitchell cannot always take responsibility for the way you use the app i.e. You need to make sure that your device stays charged – if it runs out of battery and you can't turn it on to avail the Service, Paul Mitchell cannot accept responsibility.

With respect to Paul Mitchell's responsibility for your use of the app, when you're using the app, it's important to bear in mind that although we endeavour to ensure that it is updated and always correct, we do rely on third parties to provide information to us so that we can make it available to you. Paul Mitchell accepts no liability for any loss, direct or indirect, you experience because of relying wholly on this functionality of the app.

At some point, we may wish to update the app. The app is currently available on iOS and soon to be available on Android – the requirements for the both systems (and for any additional systems we decide to extend the availability of the app to) may change, and you'll need to download the updates if you want to keep using the app. Paul Mitchell does not promise that it will always update the app so that it is relevant to you and/or works with the Android & iOS version that you have installed on your device. However, you promise to always accept updates to the application when offered to you, Paul Mitchell may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

You shall not in any way use the App or submit to us or to the App or to any user of the App anything which in any respect:

- a) is in breach of any law, statute, regulation, or byelaw of any applicable jurisdiction.
- b) is fraudulent, criminal, or unlawful.
- c) is inaccurate or out-of-date.
- d) may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue, or political.
- e) impersonates any other person or body or misrepresents a relationship with any person or body.
- f) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy or other rights of us or any third party.
- g) involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

You assume sole responsibility for results/ information obtained from the use of the App, and for conclusions drawn from such use. Paul Mitchell shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by you in connection with the App.

Paul Mitchell shall have no liability for injury, death or damage to person or property resulting due to the illegal use of a device as outlined by federal or local government laws. Such usage may include but it not limited to using the device while operating a motor vehicle.

We make no warranty that your access to the App will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.

We do not warrant that the App will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data, or other property because of your download, installation, access to or use of the App or obtaining any material from, or because of using, the App. We shall also not be liable for the actions of third parties

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These terms and conditions are effective as of 13th of September 2022