These Terms of Service govern your ("the User") use of the ClioTech Ltd platform, Clio, and any related services provided by ClioTech Ltd. ClioTech Ltd, registered in England and Wales under number 14909299 whose registered office is at 103 Oxford House, Oxford Road, Manchester, England, M1 7ED ("the Developer").

1. IT IS AGREED as follows:
1.1 Definitions and Interpretations
"Confidential Information" means any Information relating to the Software, this Agreement and any information relating to the Parties;
"Feedback" means the feedback, commentary, and reports provided to the Developer, whether prompted or unprompted;
"Input" means the recorded content provided by the User to the Software;
"License" means the Software use and access license granted by the Developer to the User under Clause 3 of this Agreement and
"Output" means the readable, written output produced by the Software after processing the Input.
1.2   Unless the context indicates otherwise, reference in this agreement to:
1.2.1   a "Party" or "Parties" is a reference to the parties to this Agreement; and
1.2.2   "This Agreement" is a reference to this Agreement, Terms of Service.
1.3   The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

2. Nature of the Agreement
2.1   By accessing Clio, you agree to abide by this Agreement and to comply with all applicable laws and regulations. If you do not agree with this Agreement, you are prohibited from using or accessing this software or using any other services provided by the Developer.

2.2 We, ClioTech Ltd, reserve the right to review and amend any part of this Agreement at our sole discretion. Upon doing so, we will update this page. Any changes will take effect immediately from the publication date.

3. Licence and Use of Software
3.1   The Developer grants the User a non-exclusive, non-transferable and revocable licence to use the Software to record content ("the Input"), which the Software will process into a readable format ("the Output").
3.2 By using this software, you warrant on behalf of yourself, your users, and other parties you represent that you will not:
- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software made available through your use of the Software;
- remove any copyright or other proprietary notations from any materials and Software;
- transfer the materials to another person or "mirror" the materials on any other server;
- knowingly or negligently use this software or any of its associated services in a way that abuses or disrupts our networks or any other service ClioTech provides;
- use this software or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;

- use this software or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorised advertising or spam;
- harvest, collect, or gather user data without the user's consent; or

use this software or its associated services in a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

3.2   Future features and capabilities added to the Software, including but not limited to file export, design, publication and marketing, will fall under a separate licence and agreement and are not included in this licence.

3.4   The Developer retains the right to revoke this licence at any time due to needs of the business.

4. Intellectual Property

4.1   The User acknowledges that the Software, including any updates, improvements and modifications thereto, contains Confidential Information and trade secrets, trademarks, copyrights, and other intellectual property rights of the Developer. The User will not: copy (except as strictly necessary to use the Software in accordance with the terms of this Agreement hereof), distribute, sell, sublicense or otherwise transfer or make available the Software or any portion thereof to any third party; remove from view any copyright legend, trademark or confidentiality notice appearing on the Software; a modify, adapt, translate, reverse engineer, decompile or derive the source code for the Software, or authorise a third party to do any of the foregoing.

4.2   The User solely and exclusively owns and retains all rights, titles, and interests in and to the Input and the Output, including all intellectual property rights therein.

4.3   The Developer solely and exclusively owns and retains all rights, title, and interest in and to any Feedback provided by the User and in all data resulting from the measurable behaviours exhibited whilst using the Software. To the extent that the Developer does not own intellectual property rights in the Feedback, the User hereby irrevocably assigns to the Developer all rights, title, and interest throughout the world in and to the Feedback, including all intellectual property rights therein.

5. Price and Payment

5.1   The User may additionally purchase human services from the Developer's affiliate(s). If the User wishes to purchase human services, the User must inform the Developer in writing and shall enter into a separate agreement with the affiliate.

5.2   All prices exclude amounts in respect of value added tax (VAT) which the User shall additionally be liable to pay at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.

6. Disclaimer of Warranties and Liability; Indemnification

6.1   The Software is provided "as is" and without warranty of any kind. The User acknowledges that the Software may contain errors, bugs, and defects. THE DEVELOPER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SOFTWARE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES THAT THE SERVICES OR USER'S USE THEREOF WILL BE CONTINUOUS, UNINTERRUPTED, BUG-FREE, ERROR-FREE, VIRUS-FREE, FREE OF DEFECTS, FREE OF TECHNICAL PROBLEMS,

OR WILL MEET ANY OF USER'S NEEDS OR RESULT IN ANY PARTICULAR OUTCOME FOR USER.

5. Termination

5.1   This Agreement automatically terminates with the conclusion of the Editing Phase. The Developer shall terminate this Agreement prior to the end of the use period if the User:

    5.1.1   has committed a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 7 days after being notified in writing to do so; or

    5.1.2   takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

5.2   Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

5.3   The provisions of Clauses 4 and 6 shall continue in force after termination and remain in full force and effect. The provisions of Clause 3 shall continue in force after termination and remain in full force and effect only if the Agreement is not terminated pursuant to Clause 5.1.1. or 5.1.2

6. Relationship of Parties

Nothing in this Agreement is intended to, or shall be deemed to create, a partnership, the relationship of principal and agent or employer and employee between the Developer and the User.

7. Assignment

The User may not assign, novate, transfer, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this Agreement Any purported assignment or delegation in violation of this clause shall be null and void.

8. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be invalid, illegal or otherwise unenforceable, that/those provisions shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

9. Entire Agreement

9.1   This Agreement constitutes the entire agreement and understanding between the Parties and supersedes and extinguishes all prior oral or written agreements, understandings, promises and assurances relating to the subject matter of this Agreement.

9.2   No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. Law and Jurisdiction

10.1   This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.2   Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.