

# User Agreement: Able app ltd

Able is a peer-to-peer skills-sharing marketplace connecting Users through the Able App with other Able Users who provide Services (AbleSpace Users).

Please read these terms and all Policies including the [Privacy Policy](#) and the [Able Values](#) carefully before using the Able App. These are incorporated into this Agreement by reference.

All defined terms in this Agreement have the meaning given to them in the [Able Glossary](#).

Additional information can be found in our FAQs on our website

Able will help you find opportunities for trade relationships more efficiently.

The app does not manage your trade relationships; the success of these is up to you.

Able was built with the conscious awareness of the interconnectedness of everything and all life. Please use responsibly and enjoy your freedom.

## 1. SCOPE OF ABLE SERVICE

1.1 Able provides the Able App to enable Users to publish their abilities via an AbleSpace profile. Up to eight abilities can be added to one User account.

1.2 Able Users may be contacted by other Able Users in response to a posted AbleSpace profile describing an Able User's ability. Parts of an Able User's details are made publicly available when an AbleSpace is created and shared in the app.

1.3 An Able User may revoke, switch on or off, or modify an AbleSpace ability at any time.

1.4 An Able User looking for help, searches the Able App, finds another Able User's AbleSpace and prepares and sends a 'Task Invite'.

1.5 An Able User responds to a 'Task Invite' through Able's private messaging system.

1.5 An Able User can invite anyone using the Able App to provide them with Recognition for their Ability.

1.5.1 The recognition is received in the form of a recognition request.

1.5.2 The User has a choice to reply to the request; though prompt and kind replies are encouraged.

1.5.3 The Able User who requested the recognition has the choice whether to publish the reply on their AbleSpace.

1.5.4 There are no ratings or scores on the Able platform. Able believes there is talent in everybody and that rating or scoring abilities or performance numerically is a disservice to the individual who performed the task.

1.5.5 Able encourages Users to communicate and provide each other feedback prior to, during and post, any trading they do.

1.6 An Able User registering an Ability on their AbleSpace is invited to share that Ability on social media channels to promote their availability.

1.7 An Able User searching for help is invited to share that search on social medial channels to promote their search

## 2. ABLE'S ROLE AND OBLIGATIONS

- 2.1 Able provides the Able App only, enabling Able Users to publish their Abilities via their AbleSpace profiles and respond to Task Invites from other Able Users.
- 2.2 Able provides the Able App only, enabling Able Users to search and review other Able Users' AbleSpace content on the Able App and send Task Invites allowing them to chat with Able Users.
- 2.3 Able Users must be natural persons, but can specify within their AbleSpace or 'About me' description that they represent a business entity.
- 2.4 At its absolute discretion, Able may refuse to allow any person to register or create an account with Able or cancel or suspend any existing account.
- 2.5 Registering and creating an account with Able is free. There is no charge for an Able User to post Abilities, or for Able Users to search and review content on the Able App.
- 2.6 Able accepts no liability for any aspect of the Able User interactions, including but not limited to the description, performance or delivery of Services.
- 2.7 Able has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users, including, but not limited to, the ability of Able Users to perform tasks or supply items, or the honesty or accuracy of any information provided by Able Users or the Able Users' ability to pay for any Services requested.
- 2.8 Except for liability in relation to any Non-excludable Condition, the Able Service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to extent allowed by law.
- 2.9 Able has no obligation to any User to assist or involve itself in any dispute between Users although may do so to improve User experience.
- 2.10 Able has created the Able Values (accessed in 'Settings' within in the app) for Able Users; behaving according to these values will enhance Able App success for all Users.
- 2.11 Able Values form the foundations for behaviours which will assist Able User trade relationships.
- 2.12 Able Values are unenforceable but their adoption is encouraged and will be regularly communicated to Users through Able social media channels.
- 2.13 Able will share usertips, advice and support to Users and other information via Social media channels and the Able.global website.

### 3. USER OBLIGATIONS

- 3.1 You will at all times:
  - (a) comply with this Agreement (including all Policies) and all applicable laws and regulations;
  - (b) only post accurate information on the Able App;
  - (c) promptly reply to Able User's Task Invites, even if You do not wish to trade with the User
  - (d) ensure that You are aware of any laws that apply to You as an Able User or in relation to using the Able App.
- 3.2 You must not use the Able App for any illegal purpose.
- 3.3 You must maintain control of Your Able account and must not deal your account in any way, including by allowing others to use Your account, or by transferring or selling Your account or any of its content to another person.
- 3.4 Able may ask to use, reproduce, modify and adapt Your content and information posted on the Able App for the purpose of publishing material on the Able App and as otherwise may be required to provide the Able Service, for the general promotion of the Able Service, and as permitted by this Agreement. Able will contact you and ask permission under these circumstances.
- 3.6 You agree that any information posted on the Able App must not, in any way whatsoever, be potentially or actually harmful to Able or any other person. Harm includes, but is not limited to, economic loss that will or may be suffered by Able.
- 3.7 Without limiting any provision of this Agreement, any information You supply to Able, publish in an AbleSpace profile or send through the private messaging system, must be up to date and must not:
  - \*(a) be false, inaccurate or misleading or deceptive;
  - \*(b) be fraudulent or involve the sale of counterfeit or stolen items;

\* (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;

\* (d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);

\* (e) be defamatory, libellous, threatening or harassing;

\* (f) be obscene or contain any material that, in Able's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images; or

\* (g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Able App, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information.

3.8 Able App has location-based or map-based functionality. The Able App may display the location of Able Users to persons browsing the Able App. Users should never disclose personal details such as the full name, street number, phone number or email address in an AbleSpace profile or in any other public communication on the Able Platform.

3.9 If You are an Able User, You should have the right to provide Services and to work in the country in which you live

3.10 If Able determines at its sole discretion that You have breached any obligation under this clause 3, it reserves the rights to remove any content You have submitted to the Able Service or cancel or suspend Your account.

## 4. FEES

4.1 Able is free and was built to help people trade within their communities, without middlemen or agencies.

4.2 Able will introduce a payment service between Users in the Able App, the micro-fees applying to that service will be payable as from the launch of the service and will generate the income to continue running the free Able Platform service to all Users.

## 5. LIMITATION OF LIABILITY

5.1 Except for liability in relation to breach of Non-excludable Condition, to the extent permitted by law Able specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between Able Users.

5.2 Except for liability in relation to a breach of any Non-excludable Condition, to the extent permitted by law, Able specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between You and any Third Party Service Provider who may be included from time to time on the Able Platform.

5.3 Except for liability in relation to a breach of any Non-excludable Condition, Able's liability to any User of the Able Service is limited £50, whichever is greater.

5.4 Able's liability to You for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at our option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

## **6. PRIVACY**

6.1 Able's Privacy Policy, which is available at Able [global/privacy](#), applies to all Users and forms part of this Agreement. Use of the Able Platform confirms that You consent to, and authorise, the collection, use and disclosure of Your personal information in accordance with Able's Privacy Policy.

6.2 It is the intention that Able App Ltd will be fully compliant with The EU General Data Protection Regulation (GDPR) when it applies in May 2018.

## **7. MODIFICATIONS TO THE AGREEMENT**

7.1 Able may modify this Agreement or the Policies (and update the Able pages on which they are displayed) from time to time. Able will send notification of such modifications to Your Able account or advise You the next time You login.

7.2 When You actively agree to the terms by use the Able Platform (i.e. by clicking 'accept'), the modified terms will be effective immediately. In all other cases, the amended terms will automatically be effective 30 days after they are initially notified to You.

7.3 If You do not agree with any changes to this Agreement (or any of our Policies), You must notify Able who will terminate your Able account, and stop using the Able Services. Except as specifically described in or authorised by this Agreement, the terms of this Agreement and any Able Policy cannot be amended except in writing signed by You and Able.

## **8. NO AGENCY**

8.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular You have no authority to bind Able, its related entities or affiliates in any way whatsoever. Able confirms that all Third Party Services that may be promoted on the Able service are provided solely by such Third Party Service providers. To the extent permitted by law, Able specifically disclaims all liability for any loss or damage incurred by You in any manner due to the performance or non performance of such Third Party Service.

## **9. MEDIATION AND DISPUTE RESOLUTION**

9.1 Able encourages You to resolve disputes (including claims for returns or refunds) with other Users directly, or with accredited mediation services. Able does not manage your trade relationships; the success of these is up to you

9.2 If You have a complaint about the Able Service please contact us via Ask Able in the App or via our social media channels

## **10. TERMINATION**

10.1 Either You or Able may terminate your account and this Agreement at any time for any reason.

10.2 Sections 5 (Limitation of Liability) and 9 (Mediation and Dispute Resolution) and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

10.3 If Your account or this Agreement are terminated for any reason then You may not without Able's consent (in its absolute discretion) create any further accounts with Able and we may terminate any other accounts You operate.

## **11. GENERAL**

11.1 This Agreement is governed by the laws of the United Kingdom and Able advises all its Users to adhere to the User Agreement and their Local Laws.

11.2 The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.

11.3 This Agreement may be assigned or novated by Able to a third party without your consent. In the event of an assignment or novation User will remain bound by this Agreement.

11.4 This Agreement sets out the entire understanding and agreement between User and Able with respect to its subject matter.

Revised August 2017 copyright Able 2017

# Able Glossary

"Agreement" means the most updated version of the agreement between Able and a User.

"Able" "we" "us" "our" means Able App Ltd

"Able App" means the Able Platform Marketplace accessed via the Able smartphone apps (and via the Able website at <http://www.Able.global/>)

"Able Services" means the service of providing the Able Platform/marketplace

"Able User" means a User who shares ability details via an AbleSpace, or a User who searches then prepares and sends a Task Invite

"Policies" means the policies posted by Able on the Able Platform, including but not limited to the Privacy Policy and Able Values.

"AbleSpace" means the Users ability details, and includes their price, location and description of the Services they offer

"Recognition" means a feature allowing a User to request other Users to send them recognition via the Able Platform providing feedback to that User.

"Site" means the website at <http://www.Able.global/>.

"Take Down Notice" means any such request for Able to remove content on the Able Platform due to a claim of copyright infringement.

"Third Party Services" means the promotions and links to services offered by third parties as may be featured on the Able Platform from time to time."User" means the person who has signed up to use the Able Platform, whether as the AbleSpace User or Able Buyer, or otherwise

"Able Values" means the values "Be Good, Be Fair, Be Kind" and their behaviours, found within 'Settings' in the app and communicated via social media channels

"Task invite" means a feature allowing a User to establish a private chat with a User who shared an ability via an AbleSpace

## Rules of Interpretation:

In the Able Agreement and all Policies, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(i) headings are for ease of reference only and do not affect interpretation;

(j) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and

(k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it

