**Terms of Service**

**About these terms (“Terms”)**

This document sets out the terms of service for use of our free Hyrdrosense test reader app and online platform (“**Hydrosense**”).

Please read these Terms carefully. By registering to use Hyrdrosense you are entering into a legally binding agreement with us based on these Terms. If you do not agree to these Terms, please refrain from using Hyrdrosense.

We reserve the right to amend these Terms from time to time and will email to alert you to our new terms or notify you of the change when you next use Hydrosense. Your continued use of Hydrosense will be deemed to be acceptance of any new terms.

**Who we are**

Albagaia Ltd is a limited liability company incorporated in Scotland. Our company number is SC204853, and our registered office is at 5th Floor, 125 Princes Street, Edinburgh, EH2 4AD.

**About our service**

Albagaia provides breakthrough technology for rapid Legionella testing and detection. Hydrosense is designed for use in conjunction with our test kits. It enables you to log and report your results. You can also use Hydrosense to obtain independent verification of the results.

Hydrosense:

* reads your test results better than a human eye;
* instantly and accurately reads a QR barcode present on your test;
* returns to you a score of “0” for no Legionella detected, or a Hazard Risk value of “1 – 10” depending on the concentration of the Legionella found.
* produces conformance reports from your stored data;
* records date and time, user, test location and result information; and
* permits real time tracking and monitoring of results and associated data.

**Privacy and data protection**

Your privacy is extremely important to Albagaia, and we are committed to protecting and respecting your privacy. Our [Privacy Policy](https://hydrosense-legionella.com/privacy-policy/) sets out the terms on which we process any personal data we may collect from you, or that you provide to us. If you have any questions or concerns about this policy, please do contact us at [[hydrosense@albagaia.com].](mailto:hydrosense@albagaia.com].)

**Your obligations**

You must comply with the terms of the agreement (as set out in these Terms).

• To qualify to use Hydrosense you must meet the following criteria, and accordingly you warrant that you: are over 18; have full authority to enter into the agreement; are not currently restricted from using Hydrosense; shall not infringe our rights, including intellectual property rights we may have in Hydrosense or our test kits; and shall only submit information that you are entitled to submit, which is accurate and not confidential.

• You shall keep your password secure for use of Hydrosense and only permit others to use the account which is created for your use of Hydrosense (“**Account**”) if they are set up as additional users through your Account. You are responsible for anything that happens through your Account until it is closed down unless the account security has been compromised through no fault of your own. If you discover any unauthorised use of your Account you must promptly let us know. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

• You must comply with our Acceptable Use policy as set out below.

• Indemnification is where one person compensates or reimburses another person for certain losses. You agree to indemnify us against all damages, losses and costs which we incur due to your failure to comply with this agreement.

Acceptable Use

* You must not use Hydrosense for any unlawful purpose or in any manner inconsistent with these Terms, or act fraudulently or maliciously.
* You must not store or transmit any material during your use of Hydrosense that is unlawful, dishonest, threatening, defamatory, obscene, discriminatory or is racially offensive.
* You must not send or transmit any material which infringes our intellectual property rights or those of any third party.
* You should not create a false identity or submit inaccurate, false or misleading information.
* You should not transmit any unsolicited advertising such as spam or junk mail.
* You should not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
* You must not attempt to gain unauthorised access to Hydrosense, the server on which Hydrosense is stored or any server, computer or database connected to our service.

**Your rights**

On condition that you comply with your obligations under these Terms, we grant you a limited, non-exclusive, non-transferable licence to access and use Hydrosense in accordance with these Terms.

**Cancellation or termination of your Account**

To cancel your Account, please **contact us at [hydrosense@albagaia.com].**

We reserve the right to suspend access to your Account or end our agreement with you (as set out in these Terms) if you break these Terms.

**Our rights in Hydrosense**

We own or validly license all intellectual property rights in Hydrosense and our related products and services. Except to the extent set out in these Terms, or otherwise agreed in writing between us, you are not permitted to use our intellectual property rights.

You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use all content uploaded by you to Hydrosense, including any intellectual property rights in such content, for the purposes of providing you with our products and/or services.

**Availability of Service**

Hydrosense is provided as a free application, however we shall use commercially reasonable endeavours to make Hydrosense available 24 hours a day, seven days a week, except for planned or unplanned maintenance. We will endeavour to respond to all support queries within a reasonable timeframe.

You are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres. We are not liable for any delays, delivery failures and any other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

**Disclaimer of Warranties**

Hydrosense is a free application and accordingly is provided on an ‘as is’ and ‘as available’ basis and to the extent permitted under Scots law, without warranties of any kind. In particular we make no warranty that Hydrosense will meet your requirements or expectations or that it will be error free.

**Liability**

Non-exclusion

We do not exclude or limit in any way our liability for:

* death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
* fraud or fraudulent misrepresentation;
* or any other loss which cannot be excluded under the laws of Scotland.

Our liability to you if you are a consumer

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

We only provide Hydrosense for your personal use. You agree not to use Hydrosense for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our maximum aggregate liability under or in connection with the agreement set out in these Terms, whether in contract, delict (including negligence) or otherwise, shall in all circumstances be limited to the sum of £100 (one hundred pounds) during the year in which the said liability arises.

This section shall survive termination of our agreement with you.

Our liability to you if you are a business customer

We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the agreement between us (as set out in these Terms).

Our total liability to you for all other losses arising under or in connection with the agreement between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £100.

**General**

If we choose to waive any particular right we have under the agreement set out in these Terms on any particular occasion this does not prevent us from exercising that right on another occasion.

If any part of our agreement with you is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the agreement.

You are not entitled to transfer or assign your rights and obligations under the agreement to anyone else without our prior written permission.

If there are any disputes arising out of your use of Hydrosense or relating to the agreement set out in these Terms then these will be governed by the laws of Scotland and subject to the non-exclusive jurisdiction of the Scottish Courts.

## **Contact**

## Questions, comments and requests regarding these Terms are welcomed and should be directed by email to hydrosense@albagai.com