

## TERMS & CONDITIONS

Last updated: 08/01/2021

### 1. Introduction

Welcome to **Tui's Templates** ("**Company**", "**we**", "**our**", "**us**")! As you have just clicked our Terms of Service, please pause, grab a cup of coffee and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service ("**Terms**", "**Terms of Service**") govern your use of our web pages located at [tuistemplates.com](http://tuistemplates.com) operated by Tui's Templates.

Your agreement with us includes these Terms ("**Agreements**"). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at [support@tuistemplates.com](mailto:support@tuistemplates.com) so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

Thank you for being responsible.

### 2. Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at [support@tuistemplates.com](mailto:support@tuistemplates.com).

### 3. Subscriptions

Some parts of Service are billed on a subscription basis ("**Subscription(s)**"). You will be billed in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Tui's Templates cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Tui's Templates customer support team.

A valid payment method, including credit card, is required to process the payment for your subscription. You shall provide Tui's Templates with accurate and complete billing information including full name, address, state, postcode, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorise Tui's Templates to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Tui's Templates will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### 4. Free Trial

Tui's Templates may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("**Free Trial**").

You may be required to enter your billing information in order to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by Tui's Templates until the Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Tui's Templates reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

#### **5. Fee Changes**

Tui's Templates, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Tui's Templates will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

#### **6. Refunds**

Except when required by law, paid Subscription fees are non-refundable.

#### **7. Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("**Content**"). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service.

Tui's Templates has the right but not the obligation to monitor all Content provided by users.

#### **8. Analytics**

We may use third-party Service Providers to monitor and analyse the use of our Service.

#### **9. Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

#### **10. Intellectual Property**

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Tui's Templates and its licensors. Service is protected by copyright, trademark, and other laws of foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Tui's Templates.

#### **11. Error Reporting and Feedback**

You may provide us directly at support@tuitemplates.com with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialise) Feedback in any manner and for any purpose.

#### **12. Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Tui's Templates.

Tui's Templates has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT TUI'S TEMPLATES SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

#### **13. Termination**

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **14. Governing Law**

These Terms shall be governed and construed in accordance with the laws of the United Kingdom without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

#### **15. Changes To Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

#### **16. Amendments To Terms**

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use Service.

#### **17. Waiver And Severability**

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

#### **18. Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

#### **19. Contact Us**

Please send your feedback, comments, requests for technical support:  
By email: [support@tuistemplates.com](mailto:support@tuistemplates.com).