



B Inspired Ltd

Terms and Conditions

1 Introduction

Thanks for choosing B Inspired (“B Inspired,” “I2M,” “we,” “us,” “our”). B Inspired provides personalised services with social and interactive features for downloading and streaming resources and other content as well as other products and services that may be developed from time to time. By signing up or otherwise using any of these B Inspired services, including all associated features and functionalities, websites and user interfaces, as well as all content and software applications associated with our services (collectively, the “B Inspired Service” or “Service”), or accessing any images, videos, music or other content or material that is made available through the Service (the “Content”) you are entering into a binding contract with the B Inspired entity indicated in Section 20 (Contact us).

These terms and conditions govern your use of our website (imoves.com) and associated resources; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website or associated resources.

In order to use the B Inspired Service and access any Content, you need to (1) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (2) reside in a country where Service is available. You also promise that any registration information that you submit to B Inspired is true, accurate, and complete, and you agree to keep it that way at all times.

2 Changes to the Agreements

Occasionally we may make changes to the Agreements for valid reasons, such as improving the existing functions or features or adding new functions or features to the Service, implementing advancements in science and technology, and reasonable technical adjustments to the Service, ensuring the operability or the security of the Service, and for legal or regulatory reasons. When we make material changes to the Agreements, we’ll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by contacting us.

3 B Inspired Services

You can find a description of our Service options on our [website](#), for [I2M Subscriptions](#), [Training](#), [Resources](#) or [Consultancy](#). The B Inspired Service that does not require payment is currently referred to as the “Free Service.” Other options require payment before you can access them (the “Paid Subscriptions/Services”). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the B Inspired Service. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.

4 Payments, cancellations, and cooling off

4.1 Billing

4.1.1 I2M Subscription

You may purchase a Paid Subscription directly from B Inspired by paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase.

Each subscription should be used by no more than the number of subscribers allowed by that subscription.

B Inspired may change the price for the Paid Subscriptions, including recurring subscription or Codes, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the B Inspired Service after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect.

If you register for a Paid Subscription, you may change your mind for any or no reason and receive a full refund of all monies paid within seven (7) days starting from the day you sign-up for the relevant service (the “Cooling-off Period”) in accordance with the following:

- If you sign up for a Trial, you agree that the Cooling-off Period for the Paid Subscription for which you are receiving a Trial ends seven (7) days after you start the Trial. If you don't cancel the Paid Subscription before the Trial ends, you lose your right of withdrawal and authorise B Inspired to automatically charge you the agreed price each month until you cancel the Paid Subscription.
- If you purchase a Paid Subscription with no Trial, you authorise B Inspired to charge you automatically each month until you cancel. You agree that the Cooling-off Period is available for seven (7) days after your purchase but is lost once you use the B Inspired Service during that period.

4.1.2 Other Services

Billing will be made as per each service and/or individual agreed terms.

Payment will be made either in advance or within 14 days of the invoice date. This will be agreed before the service commences.

4.2 Renewal and Cancellation

4.2.1 I2M Subscription

Your payment to B Inspired for the Paid Subscription will automatically renew at the end of the applicable subscription period (monthly or annually), unless you cancel your Paid Subscription before the end of the then-current subscription period by cancel in your Subscriptions area in your Account. If you cancel your payment or Paid Subscription your membership will be cancelled and you will no longer be charged as per your agreement.

If you wish to receive a full refund of all monies paid to B Inspired before the Cooling-off Period is over, you must [contact us](#). When we process any refund, we will refund amounts using the method you used for payment.

5 Using our service

The B Inspired Service and the Content are the property of B Inspired. We grant you limited, non-exclusive, revocable permission to make use of the B Inspired Service, and limited, non-exclusive, revocable permission to make personal, non-commercial use of the Content (collectively, "Access"). This Access shall remain in effect until and unless terminated by you or B Inspired. You promise and agree that you are using the B Inspired Service and Content for your own personal, non-commercial use and that you will not redistribute or transfer the B Inspired Service or the Content.

The B Inspired software applications and the Content are not sold or transferred to you, and B Inspired retain ownership of all copies of the B Inspired software applications and Content even after installation on your personal computers, mobile handsets, tablets, wearable devices, speakers, and/or other devices ("Devices").

All B Inspired trademarks, service marks, trade names, logos, domain names, and any other features of the B Inspired brand ("B Inspired Brand Features") are the sole property of B Inspired. The Agreements do not grant you any rights to use any B Inspired Brand Features whether for commercial or non-commercial use.

Third party software (for example, open source software libraries) included in the B Inspired Service are made available to you under the relevant third party software library's license terms as published in the help or settings section of our desktop and mobile client and/or on our [website](#).

6 Third Party Applications and Devices

The B Inspired Service is integrated with or may otherwise interact with third party applications, websites, and services (“Third Party Applications”) and third party Devices to make the B Inspired Service available to you. These Third Party Applications and Devices may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications and Devices will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that B Inspired does not endorse and is not responsible or liable for the behaviour, features, or content of any Third Party Application or Device or for any transaction you may enter into with the provider of any such Third Party Applications and Devices, nor does B Inspired warrant the compatibility or continuing compatibility of the Third Party Applications and Devices with the Service.

7 User-Generated Content

B Inspired may use post, upload, or otherwise contribute content to the Service (which may include, for example, pictures, text, messages, information, titles, descriptions and compilations, and/or other types of content) (“User Content”).

You promise that, with respect to any User Content you post on B Inspired, (1) you own or have the right to post such User Content, and (2) such User Content, or its use by B Inspired as contemplated by the Agreements, does not violate the Agreements or any other rights set forth within the User guidelines, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by B Inspired.

B Inspired may, but has no obligation to, monitor, review, or edit User Content. In all cases, B Inspired reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in B Inspired’s sole discretion, violates the Agreements. B Inspired may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. B Inspired is not responsible for User Content nor does it endorse any opinion contained in any User Content. You agree that if anyone brings a claim against b inspired related to user content that you post, then, to the extent permissible under local law, you will indemnify and hold b inspired harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of such claim.

8 Rights you grant us

In consideration for the rights granted to you under the Agreements, you grant us the right to (1) allow the B Inspired Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to ensure you have the correct device, software and telecommunications service to run our services, (3) contact you to allow us to update you with ongoing services and new services.

You grant B Inspired a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

9 User guidelines

B Inspired respects intellectual property rights and expects you to do the same. We've established a few ground rules for you to follow when using the Subscription Service, to make sure B Inspired stays enjoyable for everyone. The following is not permitted for any reason whatsoever:

1. copying, redistributing, reproducing, “ripping,” recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of the B Inspired Service or the Content, or otherwise making any use of the B Inspired Service or the Content which is not expressly permitted under the Agreements or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the B Inspired Service or the Content or any part of it;
2. circumventing any technology used by B Inspired, its licensors, or any third party to protect the Content or the Service;
3. selling, renting, sublicensing, or leasing of any part of the B Inspired Service or the Content;
4. circumventing any territorial restrictions applied by B Inspired;
5. artificially increasing/decreasing play counts, follow counts, or otherwise manipulating the Service by (i) using any bot, script, or other automated process; (ii) providing or accepting any form of compensation (financial or otherwise), or (iii) any other means;
6. removing or altering any copyright, trademark, or other intellectual property notices contained on the Content or the Service or provided through the Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content);
7. providing your password to any other person or using any other person's username and password;
8. “crawling” the B Inspired Service or otherwise using any automated means (including bots, scrapers, and spiders) to view, access, or collect information from B Inspired or the B Inspired Service;

Please respect B Inspired, the owners of the Content, and other users of the B Inspired Service. Don't engage in any activity, post any User Content, or register and/or use a username, which is or includes material that:

9. is offensive, abusive, defamatory, pornographic, threatening, or obscene;
10. is illegal, or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of B Inspired or a third party;
11. includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;
12. is intended to or does harass or bully other users;
13. impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
14. involves the transmission of unsolicited mass mailings or other forms of spam ("spam"), junk mail, chain letters, or similar;
15. involves commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorised by B Inspired;
16. links to, references, or otherwise promotes commercial products or services, except as expressly authorised by B Inspired;
17. interferes with or in any way disrupts the B Inspired Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Service or B Inspired's computer systems, network, usage rules, or any of B Inspired's security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or
18. conflicts with the Agreements, as determined by B Inspired.

You acknowledge and agree that posting any User Content that violates these User guidelines (or that B Inspired reasonably believes violates these User guidelines) may result in immediate termination or suspension of your B Inspired account. You also agree that B Inspired may reclaim your username where it is reasonable for us to do so, including if you have violated the Agreements.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use (including any unauthorised use) of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorised access to your account by a third party, you must notify us immediately and change your password as soon as possible.

10 Service limitations and modifications

B Inspired will make reasonable efforts to keep the B Inspired Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. B Inspired reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the B Inspired Service, with advance notice where possible, all without liability to you, except where prohibited by law, for valid reasons such as in case of genuine interruption, modification, or discontinuation of the B Inspired Service or any function or feature thereof, or need to repair, maintain or improve the existing functions or features, or to add new functions or features to the Service, or to implement advancements in science and technology or ensure the operability or the security of the Service, legal and regulatory reasons.

11 Customer support

For customer support with account-related and payment-related questions (“Customer Support Queries”), please [email us](#).

12 Term and termination

The Agreements will continue to apply to you until terminated by either you or B Inspired. However, you acknowledge and agree that the perpetual license granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. B Inspired may terminate the Agreements or suspend your access to the B Inspired Service at any time, including in the event of your actual or suspected unauthorised use of the B Inspired Service and/or Content, non-compliance with the Agreements, or if we withdraw Services and/or Content (in which case we shall provide you reasonable notice in advance of doing so). If you or B Inspired terminate the Agreements, or if B Inspired suspends your access to the B Inspired Service, you agree that B Inspired shall have no liability or responsibility to you, and B Inspired will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. You may terminate the Agreements at any time. To learn how to terminate your B Inspired account, please [email us](#). This section will be enforced to the extent permissible by applicable law.

13 Warranty disclaimers

You understand and agree that the b inspired service is provided “as is” and “as available,” without express or implied warranty or condition of any kind. B inspired and all owners of the content make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither b inspired nor any owner of content warrants that the b inspired service is free of malware or other harmful components. In addition, b inspired makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third party applications (or the content thereof), user content, devices or any other product or service advertised, promoted or offered by a third party on or through the b inspired service or any hyperlinked website, or featured in any banner or other advertising and b inspired is not responsible or liable for any transaction between you and third party providers of the foregoing.

Without limiting the foregoing, nothing in this section shall have the effect of limiting B Inspired’s liability in the event of total or partial non-performance or inadequate performance of its essential obligations for providing the service under the agreements. This section applies to the fullest extent permitted by applicable law.

This section does not affect your statutory rights as a consumer.

14 Limitation

You agree that your sole and exclusive remedy for any problems or dissatisfaction with the b inspired service is to uninstall any b inspired software and to stop using the b inspired service. You agree that b inspired has no obligation or liability arising from or related to third party applications or the content thereof made available through or in connection with the b inspired service, and while your relationship with such third party applications may be governed by separate agreements with such third parties, your sole and exclusive remedy, as with respect to b inspired, for any problems or dissatisfaction with third party applications or the content thereof, is to uninstall and/or stop using any such third party applications.

In no event will b inspired, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for:

(1) any loss or damage (including any indirect, special, incidental, punitive or exemplary, damages) which is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might; (2) any: (a) loss of use; (b) loss of data; (c) loss of business; (d) loss of profits; or (e) damage to devices, to the extent you could have avoided such damage by following our advice to apply updates to the services or content or if such damage is caused by you failing to correctly follow installation instructions or have in place the minimum system requirements advised by us,

In all cases arising out of the use of or inability to use the b inspired service, devices, third party applications, or third party application content, regardless of legal theory, without regard to whether b inspired has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose;

(3) aggregate liability for all claims relating to the b inspired service, third party applications, or third party application content more than the amounts paid by you to B Inspired during the prior twelve months in question; or

(4) non-performance or inadequate performance or delay to the obligations deriving from the agreements caused by force majeure or any cause which is not reasonably foreseeable or beyond B Inspired's reasonable control.

Nothing in the agreements removes or limits B Inspired's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

This section applies to the fullest extent permitted by applicable law. You may have rights under applicable law in your jurisdiction which provides for remedies in addition to those set out above.

15 Entire Agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and B Inspired, the Agreements constitute all the terms and conditions agreed upon between you and B Inspired and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that certain aspects of your use of the B Inspired Service may be governed by additional agreements. That could include, for example, free or discounted Trials, or together with other services. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

16 Severability, waiver, and interpretation

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by B Inspired or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive B Inspired's or the applicable third party beneficiary's right to do so.

As used in these Terms, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

17 Assignment

B Inspired may assign the Agreements, and any of its rights under the Agreements, in whole or in part, and B Inspired may delegate any of its obligations under the Agreements. You may not assign the Agreements, in whole or in part, nor transfer or sub-license your rights under the Agreements, to any third party.

18 Indemnification

You agree to indemnify and hold B Inspired harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of the Agreements or any one of them; (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the B Inspired Service; and (4) your violation of any law or the rights of a third party.

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

19 Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

20 Contact us

If you have any questions concerning the B Inspired Service or the Agreements, please [contact](#) B Inspired.

Thank you for reading our Terms and Conditions. We hope you enjoy B Inspired!

Contracting entity: B Inspired Ltd, 33 Newlands, Pershore, WR10 1BW

Email: info@binspireduk.co.uk