

End User Licence Agreement & Terms of Service

Vedette mobile application and related services · Version 1.0 (draft) · Last updated: June 2026

DRAFT FOR LEGAL REVIEW. This document was prepared as a working draft to support Vedette's App Store and Google Play submissions. It is not legal advice. Have it reviewed by a qualified UK solicitor before publication. Items marked **[CONFIRM]** need Vedette to verify or supply details.

This End User Licence Agreement and Terms of Service ("Agreement") is a legal agreement between you ("you", "User") and Vedette Limited, a company registered in England and Wales under company number 16721238, whose registered office is at Unit 1, Trampers Lane, North Boarhunt, Fareham, Hampshire, PO17 6DG ("Vedette", "we", "us").

This Agreement governs your download, installation, access to and use of the Vedette mobile application (the "App") and any related websites, dashboards and services (together, the "Service"). By creating an account, downloading, or using the App, you confirm that you accept this Agreement. If you do not agree, do not use the Service.

1. The App and licence grant

Vedette is a mobile-first incident logging and tool. It enables users to record incidents, decisions, checklists and operational observations, creating a time-stamped record of activity for individuals and organisations across multiple sectors.

Subject to your compliance with this Agreement and payment of any applicable fees, Vedette grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to install and use the App on devices you own or control, solely for your own internal or professional purposes.

This is a licence, not a sale. Vedette and its licensors retain all right, title and interest in and to the Service.

2. Apple and Google additional terms

Where you download the App from the Apple App Store, your use is also subject to Apple's Licensed Application End User Licence Agreement (the "Apple Standard EULA"). Where this Agreement is more restrictive or grants you greater rights than the Apple Standard EULA, this Agreement applies, except that the Apple-specific terms in Section 12 always apply.

Where you download the App from Google Play, your use is also subject to the Google Play Terms of Service. You are responsible for complying with the applicable app marketplace rules in addition to this Agreement.

3. Accounts and eligibility

You must create an account to use most features of the Service. You agree to provide accurate information and to keep it up to date. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.

The Service is intended for business and professional use and is not directed at children. You must be at least 18 years old, or the age of majority in your jurisdiction, to create an account.

Team and SuperUser accounts: where your access is provided through an organisation's SuperUser, that organisation administers your account, allocates and revokes your licence, and controls the incident records created within its team. Your use may also be subject to that organisation's own policies.

4. Licences, fees and renewals

- **Individual licence:** an annual, renewable licence charged at £12.00 per year.
- **Team / SuperUser licences:** sold as bundles (up to 100 users) comprising a SuperUser licence plus TeamMember licences, purchased through the Vedette website.

Licences are issued on an annual basis and renew for successive annual periods unless cancelled before the renewal date. Fees are stated inclusive of VAT unless otherwise indicated, and are payable in advance. Except where required by law, fees are non-refundable once a licence period has begun.

Where a licence is purchased through an app marketplace as an auto-renewable subscription, it will automatically renew unless cancelled at least 24 hours before the end of the current period, and your marketplace account will be charged for renewal. You can manage and cancel marketplace subscriptions through your Apple or Google account settings. Where a licence is purchased through the Vedette website, renewal and cancellation are managed through your Vedette account or by contacting us.

5. Acceptable use

You agree that you will not, and will not permit any third party to:

- use the Service for any unlawful, fraudulent or harmful purpose, or in breach of any applicable law or regulation;
- upload, store or share content that is unlawful, defamatory, harassing, abusive, discriminatory, obscene, or that infringes the rights of others;
- record personal data about identifiable individuals without a lawful basis and, where required, their awareness, or in breach of data protection law;
- attempt to gain unauthorised access to the Service, other accounts, or related systems and networks;
- copy, modify, reverse engineer, decompile or create derivative works of the App, except to the extent this restriction is prohibited by law;
- resell, sublicense, rent or otherwise make the Service available to third parties except as expressly permitted; or
- introduce malware, or use the Service in a way that could damage, disable or impair it.

Vedette may suspend or terminate access where it reasonably believes this section has been breached.

6. User-generated content

The Service allows you to create and upload content, including incident descriptions, names of individuals involved, locations, images and documents ("User Content"). You retain ownership of your User Content.

You grant Vedette a worldwide, royalty-free licence to host, store, process and transmit your User Content solely to the extent necessary to operate and provide the Service to you and your organisation.

You are responsible for your User Content and for ensuring you have the rights and lawful basis to record and store it. Vedette does not pre-screen User Content. We operate a zero-tolerance approach to objectionable or unlawful content and may remove it, and we provide a means to report it (see Section 7).

7. Reporting objectionable content and abuse

If you believe any User Content or user conduct is objectionable, abusive or unlawful, please report it to us at hello@vedette.org.uk. We aim to acknowledge reports within 2 working days and will review and, where appropriate, remove content and remove or suspend the responsible user. Organisations using team accounts can also block or remove members through the SuperUser dashboard.

8. Intellectual property

The Service, including all software, design, text, graphics and trade marks (excluding User Content), is owned by or licensed to Vedette and is protected by intellectual property laws. Nothing in this Agreement transfers any such rights to you other than the limited licence expressly granted.

9. Privacy and data protection

Our handling of personal data is described in our Privacy Policy and Cookie Policy, which form part of this Agreement. For incident records created on behalf of an organisation, that organisation is the data controller and Vedette acts as a data processor under a separate data processing agreement. See our Privacy Policy at vedette.org.uk/privacy.

10. Account and data deletion

You may delete your account and associated personal data at any time, both from within the App and by submitting a request via our website. Details of how deletion works, what is removed, and what we may retain where legally required, are set out in our Account & Data Deletion Policy at vedette.org.uk/delete-account.

11. Availability, warranties and liability

We aim to keep the Service available and accurate but provide it “as is” and “as available”. To the maximum extent permitted by law, we exclude all implied warranties. We do not warrant that the Service will be uninterrupted, error-free, or that records will be free from loss; you are responsible for your own backups where appropriate.

Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot lawfully be excluded. Subject to that, Vedette’s total liability arising out of or in connection with the Service in any 12-month period shall not exceed the fees paid by you to Vedette in that period. We are not liable for indirect or consequential loss, or for loss of profits, data or goodwill.

The Service is a record-keeping tool. It does not provide professional, legal, safety or emergency advice, and must not be relied upon as a substitute for contacting the emergency services or following your regulatory obligations.

12. Apple-specific terms

This Section 12 applies only to the App obtained from the Apple App Store. You and Vedette acknowledge that this Agreement is between you and Vedette only, not with Apple, and Apple is not responsible for the App or its content. Apple has no obligation to provide maintenance or support for the App. In the event the App fails to conform to any applicable warranty, you may notify Apple and Apple may refund the purchase price; to the maximum extent permitted by law, Apple has no other warranty obligation. Apple is not responsible for addressing any claims relating to the App, including product liability, legal or regulatory compliance, or consumer protection claims. Apple and its subsidiaries are third-party beneficiaries of this Agreement and may enforce it against you. You represent that you are not located in a country subject to a U.S. Government embargo and are not on any U.S. Government restricted-parties list.

13. Suspension and termination

You may stop using the Service and delete your account at any time. We may suspend or terminate your access if you breach this Agreement, fail to pay fees, or where required by law. On termination, your licence ends and you must stop using the App. Sections that by their nature should survive (including intellectual property, liability and governing law) will continue to apply.

14. Changes to this Agreement

We may update this Agreement from time to time. We will post the updated version with a revised date and, where changes are material, take reasonable steps to notify you. Continued use of the Service after changes take effect constitutes acceptance.

15. Governing law and jurisdiction

This Agreement and any dispute arising from it are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, subject to any mandatory consumer rights you have in your country of residence.

16. Contact

Vedette Limited, Unit 1, Trampers Lane, North Boarhunt, Fareham, Hampshire, PO17 6DG. Email: hello@vedette.org.uk · Telephone: 07860 246687.