

## Terms of Sale for Audio stories and Audio story Gifts

### 1. Definitions

- 1.1 **"Audio story"** refers to the audio-based digital product accessible via download or a QR code.
- 1.2 **"QR Code"** is the unique code provided on a printed bookmark for accessing the Audio story.
- 1.3 **"Buyer"** refers to the individual purchasing the Audio story or Audio story gift.
- 1.4 **"Seller"** refers to Escape Room Stories.
- 1.5 **"Gift Recipient"** refers to the individual who receives the Audio story gift.

### 2. Parties to the Agreement

- 2.1 This Agreement is entered into between the Seller and the Buyer. By purchasing from the Seller's website, the Buyer agrees to these terms and conditions.

### 3. Product Description and Delivery

- 3.1 The Seller offers Audio stories as digital products available for either direct download from the Seller's website or accessible via a QR code printed on a bookmark, which may be purchased as a gift. This QR code enables the Buyer or gift recipient to stream the Audio story online or download it, providing a flexible and convenient way to enjoy the content.
- 3.2 The price listed on the website includes postage and packaging for UK deliveries of physical bookmarks with QR codes. For orders including a physical bookmark, delivery is estimated within 2-5 working days from the order date, subject to postal service conditions. Digital-only purchases, available for download or streaming from the website, are accessible immediately upon payment.
- 3.3 Physical delivery is limited to the United Kingdom. Orders for physical products placed from outside the UK will be refunded and cancelled. Digital downloads and streaming are available worldwide, subject to website availability.

#### **4. License and Usage Rights**

- 4.1 Upon purchase, the Seller grants the Buyer or Gift Recipient a limited, non-exclusive, non-transferable license to access and listen to the Audio story via the QR code on the printed bookmark. Ownership of the Audio story content remains with the Seller 'Escape Room Stories'.
- 4.2 The Buyer agrees not to reproduce, distribute, modify, or publicly display the Audio story content. Sharing QR code access or downloaded files with third parties beyond the intended Gift Recipient is strictly prohibited.

#### **5. Price and Payment Terms**

- 5.1 The price displayed on the Seller's website covers postage and packaging within the UK.
- 5.2 The Seller accepts debit/credit cards and PayPal. Payments are securely processed, and the Seller does not retain payment information.
- 5.3 Prices are listed in GBP. (The Buyer is responsible for any currency conversion fees if an international payment method is used.)

#### **6. Refund and Return Policy**

- 6.1 Due to the digital nature of Audio stories and the personalised nature of the bookmarks, refunds are not provided except in cases of non-delivery or a defective QR code or file.
- 6.2 The Buyer acknowledges that by purchasing, they waive the statutory 14-day cooling-off period under UK consumer law, given the immediate availability of digital content upon receipt.

#### **7. Intellectual Property Rights**

- 7.1 The Seller retains all intellectual property rights to the Audio story content, bookmark design, and QR code technology. The Buyer and Gift Recipient may not copy, distribute, or alter any portion of these elements.
- 7.2 Unauthorised use, sharing, or reproduction of the Audio story content or QR code will result in immediate revocation of access and may be subject to legal action.

#### **8. Termination and Access Revocation**

- 8.1 The Seller reserves the right to revoke digital access if the Buyer or Gift Recipient violates any terms of this Agreement, particularly those concerning unauthorised sharing or commercial use.
- 8.2 Either party may terminate this Agreement in the event of a material breach as follows:
  - 8.2.1 If the Buyer or gift recipient shares the Audio story, QR code, or download link with others beyond the authorised recipient.
  - 8.2.2 Any attempt to use the Audio story content for commercial purposes, such as selling or publicly displaying it.

- 8.2.3 If the Buyer uses false information or engages in any fraudulent activity during the purchase or subsequent use of the Audio story.
- 8.2.4 Failing to make a valid payment (e.g., through a chargeback without valid cause or using fraudulent payment methods).
- 8.2.5 Any attempt to hack, alter, or bypass the digital access methods provided, such as tampering with the QR code, using unauthorised download methods, or circumventing access restrictions.
- 8.2.6 Any actions taken by the Buyer that infringe upon the Seller's intellectual property rights (e.g., copying, modifying, or altering the Audio story or QR code technology).

## **9. Liability and Disclaimers**

- 9.1 The Audio story content is provided "as is." The Seller disclaims all warranties, including but not limited to fitness for a particular purpose, uninterrupted access, or error-free content.
- 9.2 To the maximum extent permitted by law, the Seller is not liable for any indirect, consequential, or incidental damages arising from the Buyer's or recipient's use or inability to use the Audio story or bookmark. The Seller's total liability shall not exceed the purchase price of the product.

## **10. Indemnification**

- 10.1 The Buyer agrees to indemnify, defend, and hold the Seller harmless against any claims, losses, damages, or expenses resulting from misuse of the Audio story, unauthorised sharing, commercial use, or any breach of this Agreement.

## **11. Privacy and Data Protection**

- 11.1 The Seller collects personal information necessary to process and deliver the order. Data handling complies with GDPR and UK data protection laws.
- 11.2 The Seller will not share the Buyer's data with third parties except as required for payment processing and delivery. For additional information, please refer to the Seller's Privacy Policy Link on the website footer.

## **12. No Waiver**

- 12.1 Failure by the Seller to enforce any provision of this Agreement shall not be deemed a waiver of the Seller's right to enforce that provision or any other provision. Any waiver must be expressly stated in writing and signed by both parties.

### **13. Severability**

- 13.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be removed without affecting the validity or enforceability of the remaining provisions, which shall continue to be fully in effect permitted by law.

### **14. Force Majeure**

- 14.1 The Seller shall not be liable for any delay or failure to perform obligations under this Agreement due to events beyond the Seller's reasonable control, including but not limited to acts of God, natural disasters, war, strikes, pandemics, governmental actions, or internet failures.
- 14.2 The Seller agrees to promptly inform the Buyer of any force majeure event and take reasonable steps to minimise delays or disruptions.

### **15. Dispute Resolution**

- 15.1 In the event of a dispute, the parties agree to first engage in good faith informal negotiations before initiating formal legal action.
- 15.2 If informal negotiations do not resolve the dispute within 14 days, the parties may agree to submit the dispute to mediation by a neutral third party, namely CEDR in London.
- 15.3 Should mediation be unsuccessful, either party may opt to resolve the dispute through binding arbitration under the Arbitration Act 1996, conducted in England and Wales.
- 15.4 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales, unless arbitration is selected.

### **16. Entire Agreement and Amendments**

- 16.1 This Agreement constitutes the entire understanding between the Buyer and Seller regarding the purchase and use of Audio stories and Audio stories as gifts, superseding any prior agreements or understandings.
- 16.2 The Seller reserves the right to modify or amend this Agreement from time to time. Any updates to the terms will be posted on the Seller's website, and continued use of the Seller's products or services following such updates constitutes acceptance of the revised terms. The Buyer is encouraged to review the Agreement periodically to stay informed of any changes.

### **17. Contact Information**

- 17.1 For any inquiries, issues, or disputes, please contact the Seller at [claire@escaperoomstories.com](mailto:claire@escaperoomstories.com)

## **18. Technical Support**

- 18.1 For technical support or assistance with accessing the Audio story via the QR code, please contact [claire@escaperoomstories.com](mailto:claire@escaperoomstories.com)

## **19. Promotions and Discounts**

- 19.1 Any promotions or discounts offered by the Seller are subject to specific terms and conditions, which will be outlined at the time of the offer.