

Wispera Terms of Use

1. Introduction

These are the terms and conditions (“**Terms**”) which govern the use of all websites (“**Sites**”) and related Services owned, operated or provided by Wispera or by any of our Group Companies. These Terms are binding on you and Wispera.

By accessing a Site you are agreeing to these terms and conditions. We may amend the Terms at any time by posting the amended terms on this Site. Your continued use of the Services following the posting of amended terms means that you accept and agree to the amended terms. We recommend that you check this Site regularly for any updates.

These Terms apply to your use of our Sites and all Wispera content, being the materials on the Sites (“**Content**”) irrespective of the delivery platform or device you use to access it. By accessing one of our Sites you are agreeing to these Terms. If you do not agree with the Terms you should not use our Sites or any Content and should cancel any subscription. If you have any questions, please contact us at contact@wispera.co.uk. We may, at any time and without liability, modify or remove any of the Content from the Sites in our sole discretion.

Any additional terms and conditions that are posted on specific Sites or agreed with you or the corporation through which you are using the relevant Site(s) in relation to any Service (“**Specific Terms**”) shall be deemed incorporated into these Terms, and to the extent any of these Terms conflict with any such Specific Terms, the Specific Terms shall prevail.

2. Access and Use

All information received by you from your use of the Services and from your attendance at Wispera events will be used by Wispera in accordance with our [Privacy Policy](#). Please read the Privacy Policy for details of how we may process your personal data.

Wispera own all of the Content on the Sites, and all of the Intellectual Property (“**IP**”) therein is protected by UK and International copyright, trade mark, patent, trade secret, and other IP or proprietary rights laws.

Wispera does not represent or warrant that:

1. your use of the Services will be uninterrupted or error-free, that the content is current or up to date, that we will review the Content for accuracy, that we will preserve or maintain the Content without loss, or that the Services will meet your business goals or other requirements or expectations (or, if achieved, that such results will be sustainable); nor
2. the use of any of the Content shall not infringe the intellectual property rights of any third party.

As a user of the Sites, you can access the Content to assist you. To the extent that you comment on and engage in discussions regarding our Content (“**User Generated Content**”), you represent to us that you have all the necessary legal rights to do so and you grant Wispera a non-exclusive right and licence to use, distribute and publicly display User Generated Content in any and all Sites.

You agree that you shall not:

1. copy, publish, republish, redistribute, archive, store, adapt, alter, modify, translate, create derivative works from, summarise, photocopy, scan, syndicate, sell, license, frame, harvest, scrape, grant or purport to grant any rights in or otherwise make available any Content;
2. remove or alter any copyright or trade mark notices from any Content or copies thereof; or
3. otherwise infringe our intellectual property rights,

without the prior express written consent of Wispera.

Wispera’s trademarks belong to Wispera (or one of its Group Companies). No licence or consent is granted to you to use these trade marks in any way and you agree not to use these trade marks without our prior written consent.

You are responsible for ensuring that all information, including payment information that you have provided to access and use our Services is accurate and up to date. We are entitled to rely on the information which you provide us.

If you access the Sites through the use of login credentials, you may not share those login credentials with any other person. You are responsible for any unauthorised access of the Sites using your login credentials.

By subscribing to any of our Services, you are also subject to the separate Terms of that Service, which are provided to you at the time that you agreed to use the App. Please read these carefully as they set forth our cancellation and pricing policies and other important information.

No right, title, or interest in or to the Sites or Content is transferred to you, and all rights not expressly granted are reserved by Wispera. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

3. Scope of Services

The Sites and Content are provided for general information purposes only and are not intended to amount to any form of advice, recommendation, representation, endorsement or arrangement on which you should rely. We are entitled to change, remove, suspend or discontinue any aspect of the Services at our discretion at any time, including the availability of any Content.

They are not intended to be and should not be relied upon by users in making (or refraining from making) any specific investment, purchase, sale or other decisions.

Appropriate independent advice should be obtained before making any such decision, such as from a qualified financial adviser.

Wispera promises to develop and operate the Sites with reasonable skill and care and will use reasonable efforts to promptly remedy any faults of which it is aware. However, Wispera does not make any promises in respect of the Sites or of the quality, completeness or accuracy of the Content published on any of the Sites.

Wispera also does not make any promises as to the timeliness, security, performance or availability of any of the Sites and does not provide any warranty or representation that any of the Sites are free from infection by viruses or anything else that has contaminating or destructive properties.

4. Limitation of Liability

To the maximum extent permitted by law, Wispera makes no representations or warranties of any kind, express or implied, and shall not be liable to you for any direct, indirect, economic or consequential loss or any loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings arising in connection with the use of the Services or these Terms, even if Wispera has been advised of the possibility of such loss or damage.

5. General

You may not license or transfer any of your rights under these Terms. We may transfer any of our rights or obligations under these Terms to any Wispera Group Company but if we do so we will ensure that any company to whom we transfer our rights or obligations will continue to honour your rights under them.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy. Headings in these Terms are for convenience only and will have no legal meaning or effect.

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, their subject matter or formation.

These Terms were last updated on 26th January 2024 and, except from any Specific Terms, replace with immediate effect all previous terms and condition, communications, representations and arrangements, either written or oral.

Definitions:

“**Wispera**” means Double D Industries Ltd, a company registered in England & Wales with company number: 14934171.

“**Group Company**” means Wispera and its Affiliates, with “**Affiliates**” meaning: means, in relation to any person, any person who or which, directly or indirectly, Controls, or is Controlled by, or is under Common Control with, such person, in each case as assessed from time to time. “**Control**”, “**Controlled by**” and “**under Common Control**” with respect to the relationship between two or more persons, means the possession, directly or indirectly, by equity ownership, contract or otherwise, of the power to direct the management or policies of the specified person.

“**Services**” means (a) the supply of online or electronic information, publications and data products (including, without limitation, the delivery of the same over the internet, or via a mobile phone app or other digital devices); (b) the supply of hard-copy publications and other materials; (c) other services relating to a Site; and (d) any event operated by or on behalf of Wispera including a conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training or private or bespoke training.