Overview
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   4.2.a. all rights granted to you under this Licence shall cease;
   4.2.b. you must immediately cease all activities authorised by this Licence;
   4.2.c. you must immediately pay to us any sums due to us under this Licence; and
   4.2.d. you must destroy the original and any copies of the Products from all computer equipment in your and your employees', agents', workers' and representatives' possession, and immediately destroy all copies of the Products then in your and your employees', agents', workers' and representatives' possession, custody or control and, in the case of destruction, certify to us in writing that you have done so.

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5.2. The Products are provided “as is.” We make no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

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   5.3.a. loss of profits, sales, business, or revenue;
   5.3.b. business interruption;
   5.3.c. loss of anticipated savings;
   5.3.d. loss or corruption of data or information;
   5.3.e. loss of business opportunity, goodwill or reputation; or
5.3.f. any indirect or consequential or punitive loss or damage.

5.4. Other than the losses set out in Condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 10% of the Licence Fee. This maximum cap does not apply to Condition 5.5.

5.5. Nothing in this Licence shall limit or exclude our liability for:

5.5.a. death or personal injury directly resulting from our negligence;
5.5.b. fraud or fraudulent misrepresentation;
5.5.c. any other liability that cannot be excluded or limited by English law.

5.6. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Products. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Products which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

5.7. If you are a business customer, you warrant and represent to us that at no time will you, or permit your employees, agents, workers and/or representatives to, enable the Products to be used by more than one concurrent user, or such larger number agreed between us in writing in accordance with Condition 1.2.a.2.

6. Communication Between Us

6.1. If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail to support@hellobackgrounds.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

6.2. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the Products.

6.3. If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

7. Events Outside our Control

7.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Condition 7.2.

7.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks or any event which causes the media through which our Product operates to cease to function as reasonably anticipated.
8. **How We May Use Your Personal Information**

   We will only use your personal information as set out in our privacy policy at [https://www.hellobackgrounds.com/privacy-policy](https://www.hellobackgrounds.com/privacy-policy)

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