

Terms and conditions of use

Introduction

QR Cymraeg has been developed to help people generate QR codes to link to materials in both Welsh and English. If you choose to use QR Cymraeg as a paying or non-paying user you enter into the following terms and conditions of use.

We have tried to be as clear and transparent in these terms and conditions as possible; if you have any questions or would like clarification about any of this please get in touch.

You should read and ensure you agree to **both** the [general conditions](#), and **either** the [conditions for users not on a paid plan](#) **or** the [conditions for users on a paid plan](#).

General conditions (all users)

You:

- Must not use QR Cymraeg (the 'service') inappropriately, for example attempting to register using someone else's personal details, including inappropriate information (spam) in forms or URLs, or links to sites which are offensive or malicious, including sites known or flagged as containing harmful content
- Must keep your password private and not share it with anyone else (registered users)
- May request account closure at any time through 'My account' or by emailing us at hello@qrcymraeg.com (registered users). If you are on a paid plan please see further information below on account closures during the term of the subscription
- Agree to the [Privacy policy](#), and understand that you may request access to the data we hold

We:

- Reserve the right to block access from specific networks (IP addresses), or delete specific users, where there is evidence of inappropriate activity (see above)
- Reserve the right to remove or disable QR codes which use links which we deem to be inappropriate or which someone has flagged to us as inappropriate
- Retain ownership of, and intellectual property rights including copyright for, all aspects of the service including computer code (except where otherwise attributed)

Additional conditions for users without an active paid plan

This applies to users who are not registered; users who are registered on the free plan; and users on a free trial of a paid plan.

You:

- Must not attempt to request an unreasonable number of QR codes (over 50 per month), or make requests at an unreasonable frequency (more than 10 per day) (users who are not registered)

- Understand that QR codes generated free by the service are time-limited, with the expiry date visible below your QR code (unregistered users) or on your dashboard (registered users)
- Understand that QR codes may not work temporarily, or permanently if the service shuts down.

We:

- Will endeavour to ensure QR codes work when scanned, and that you can access the dashboard to review your codes (registered users), however there may be occasions when this is not the case. We will not be held liable for any losses incurred directly or indirectly, incidentally or consequentially as a result of a failure or withdrawal of the service
- **Will never put you automatically onto a paid plan at the end of a free trial.** We will contact you in advance of the end of the free trial to ask if you would like to continue on the plan after the trial ends, paying the required fee; or would like to return to the 'Free' plan. If we do not hear from you we will revert you to the 'Free' plan.
- May withdraw access to the free service temporarily or permanently, noting this is not currently planned. In this case we would aim to give a period of notice to users before this happens, but cannot guarantee this

Additional conditions for users with an active paid plan

This applies to users who have paid for one of the plans.

You:

- Will pay the agreed subscription cost as set out when you signed up to the service, either monthly (by debit/credit card) or annually (by debit/credit card, or invoice). For invoice payments, you must make the payment within two weeks (14 days) of the invoice date.
 - Where payment is not received within the stated time, the service will be downgraded to the 'Free' plan, with the potential loss of access to some codes on your dashboard, and all codes becoming time-limited (see below)
 - Monthly plans will continue until you request that the service is cancelled; annual plans will **not** auto-renew. For more details please see below
- Understand there may be occasional outages of the service (see below for more details)
- Understand that it is possible that the service could come to a planned end (see below for more details)

We:

- Will provide full access to the service in line with the plan you have chosen while you continue to pay the agreed subscription, either monthly or annually.
 - Plans paid monthly
 - Monthly plans will **continue until you request that the service is cancelled**. You can do this at any time in the 'My account' section or by emailing helo@qrcymraeg.com. Your plan and access to relevant features will continue until the end of the current 30 day period for which you have paid (the 'term' of the plan). Part refunds for the current month in the event of cancellation are not available unless offered as a result of failure or withdrawal of the service (see below)
 - The minimum term for a pay monthly plan is one month; please note that prices for pay monthly plans are not fixed and may be subject to alteration (see below under 'Changes in subscription fees')

- Plans paid annually
 - If you are on an annual plan your plan will run until 12 months (the 'term' of the plan) after your initial payment. While you can cancel or change which plan you are on for an annual plan during the term, please note that **refunds for the remainder of the term are not available** if you choose a less expensive plan, or if you wish to cancel your plan unless offered as a result of a failure or withdrawal of the service (see below). If you wish to upgrade your plan during the term of your annual plan, you will need to pay the pro rata difference between your current plan and the upgraded plan for the remainder of your term
 - Annual plans **will not** auto-renew at the end of the initial term; instead, you will be contacted by email no less than 30 days prior to the end of the term and asked to proactively choose whether or not to enter a new 12 month agreement. If you do not respond, we will not renew your plan and you will be downgraded to the 'Free' plan as set out below
- Changes in subscription fees
 - We reserve the right to alter fees payable for plans for new customers at any time
 - For customers on a current **pay monthly** plan, if there is a decrease in the fee for your current plan we will apply this as soon as possible, when your next fee is collected. If there is an increase in the fee for your current plan, we will give you a minimum of three months' notice of the change. You can then choose to cancel your subscription as set out above at any point prior to the increase in fee, or accept the new fee
 - For customers on a current **pay annually** plan, as you have paid for a year's service in advance, any changes to the annual fee for the plan you are currently on will neither require additional payment by you (if the plan cost increases after you enter into it), nor a refund from QR Cymraeg (if the plan cost decreases after you enter into it). Annual plans do not auto-renew so you can choose in the period prior to your plan term ending whether you wish to subscribe for another year at the new cost (see above)
- Arrangements after choosing to cease your plan and/or payment
 - If you choose to cease the plan and/or payment then, after a grace period of no less than 14 calendar days after the end of your current term (as defined above), you will be downgraded to the 'Free' plan. Any QR codes above the limit for the 'Free' plan will not be accessible on your dashboard, and all codes created while on the paid plan will become time-limited, with an expiry date matching the current expiry period for codes for users who are on the 'Free' plan
- Will endeavour to ensure the service works and is available as described, including scanning QR codes and accessing the dashboard.
 - We aim for the service to be available ('uptime') as set out below, however the figures given are aspirational only and **not guaranteed**, since some factors remain outside our control
 - Uptime aspiration:
 - Codes which are active and have valid URL(s) work when scanned at least 99.5% of the time (this means that a user with full internet connectivity is shown a landing page and/or taken to the relevant URL after scanning a QR code)
 - You can access the dashboard at least 99% of the time (this means you are able to view your codes and perform basic functions on them; occasional bugs in features are excluded from this aspiration)

- Where these uptime figures are not met, we will credit your account as below, up to a combined maximum of 3 months' credit:
 - For each continuous 24 hour period where code scans do not work, one month's credit on your current plan (i.e. your current plan will be extended by one month for free)
 - For each continuous five day period where you cannot access the dashboard, one month's credit on your current plan (i.e. your current plan will be extended by one month for free)
 - Credit may be agreed in other circumstances on a case-by-case basis
- Once the maximum credit has been reached, you can choose to cancel your subscription with immediate effect if you wish. If you do this we will give you a full refund for the period in which the service was affected, and on a pro rata basis for the remaining term of your plan (annual plan) or remainder of your current billed month (monthly plan)
- We will not be held liable for, or provide any other compensation for, any other losses incurred directly or indirectly, incidentally or consequentially as a result of a failure or withdrawal of the service (see below), including reputational damage.
- Reserve the right to withdraw the service at any point in future
 - While this is not currently anticipated, if this were to happen, this would be communicated at the earliest possible time to enable a managed migration or termination of use of QR codes by users
 - Refunds would be offered for any remaining term, and users will be supported with exporting their data including analytics and URL details
 - Where possible we would ensure that QR codes associated with an active paid plan at the time of withdrawal continue to work when scanned for a period of at least 12 months after the withdrawal of the rest of the service, however this is not guaranteed as there may be circumstances which prevent this. During this period no payment would be required and there would not be access to the dashboard, analytics or other features, but codes would continue to work when scanned

Information on how we use and store personal information is in our [privacy policy](#). If you have any questions or wish to get in touch please email hello@qrcymraeg.com. Diolch yn fawr.

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