Launchpad Terms of Service

These terms apply to Launchpad, Launchpad Plus and Launchpad Autopilot, provided by Digital Sparks. Please read them before you sign up. They explain what you get, how payment and your free trial work, and how to cancel.

1. About these terms

1.1 These terms apply when you sign up for or use Launchpad, Launchpad Plus or Launchpad Autopilot (together, **Launchpad**). They form a contract between you and us. By ticking the box at sign-up, starting a free trial or paying for a plan, you accept them.

1.2 **Who we are.** Launchpad is provided by Digital Sparks Media Services Limited, trading as Digital Sparks (**we**, **us**, **our**). We are registered in England and Wales under company number 16211908, and our registered office is 13-15 Turnham Green Terrace, Chiswick, London W4 1RG. Our VAT number is GB498316840. You can contact us at sparks@digitalsparks.co.uk or on 020 8070 0084.

1.3 **Who Launchpad is for.** Launchpad is offered to businesses and professionals based in the United Kingdom, mainly in the property industry. By signing up, you confirm that:

- you are using Launchpad for your business
- your business is based in the United Kingdom
- you are 18 or over and allowed to accept these terms for that business

1.4 **Your legal rights.** If you are a sole trader or otherwise count as a consumer under UK law, you have rights under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Nothing in these terms takes away or limits rights you have by law.

1.5 **Other documents that apply.** Our Privacy Policy explains how we use personal data. If you are also a done-for-you client, your client agreement and our main Terms of Service also apply. Where they conflict with these terms on Launchpad, these terms apply.

1.6 **Words we use.**

Term	Meaning
Greenroom	Our online platform, where Launchpad lives
Paid plan	Launchpad Plus, with or without the Autopilot add-on
Billing period	Each month of a paid plan, starting on the day your paid plan began
Your content	Anything you upload, write, approve or connect to Launchpad, including posts, images, video and brand material
AI content	Captions, plans, ideas, images and draft posts that Launchpad creates using artificial intelligence

Term	Meaning
Social accounts	The social media and Google Business Profile accounts you connect to Launchpad

2. The Launchpad plans

2.1 Launchpad comes in three levels. What each includes is shown on our website and in Greenroom at the time you sign up.

Plan	Price	What it does
Launchpad	Free	A content plan, post ideas, news and AI-written captions. You copy them and post on your own social accounts yourself. No accounts are connected.
Launchpad Plus	£29.95 a month, including VAT	Everything in Launchpad, plus connecting your social accounts and posting or scheduling from Greenroom, Canva, and a monthly allowance of AI image credits.
Launchpad Autopilot	£19.95 a month on top of Plus, including VAT	Each week, AI drafts your next seven days of posts in your calendar for you to review, edit and approve. Only available with Launchpad Plus.

2.2 **Changes to features.** Launchpad is a growing product, and we may add, improve or remove features. If we remove something that is a main part of a paid plan you are on, we will tell you at least 30 days before. If that leaves you worse off, you can cancel and we will refund any unused part of a billing period you have already paid for.

2.3 **The free plan.** We may change or limit the free Launchpad plan. We will give you at least 30 days' notice before we stop offering it.

2.4 **Accounts paid for by a network or franchise.** If your account is paid for by a network, franchise group or head office (for example, through a marketing fund), that organisation's contract with us covers payment. You will not be charged by card for that plan. Clause 3 applies only if you upgrade beyond what your organisation pays for. If your organisation stops paying, we will tell you, and you can choose to move to a plan you pay for yourself or to the free plan.

2.5 **Done-for-you clients.** If you have a done-for-you retainer with us, Launchpad Plus is included in your retainer while it lasts. Your client agreement covers payment, and Clauses 3 and 4 do not apply to that access.

2.6 **Support.** Help is available by email at sparks@digitalsparks.co.uk during UK business hours. Launchpad does not include a dedicated account manager, studio sessions or the Digital Sparks team posting for you. These are part of our done-for-you services.

3. Free trial, payment and prices

3.1 **14-day free trial.** New Launchpad Plus customers can try it free for 14 days. You give us card details when the trial starts, but we take no payment during the trial. One free trial per business.

3.2 **When the trial ends, you start paying.** Unless you cancel before your trial ends, your card will be charged £29.95 on the day it ends, and your plan then renews every month. We show the date of your first payment before you start the trial. We also email you a reminder 7 days before the trial ends.

3.3 **Monthly payments in advance.** Paid plans are billed monthly in advance, on the same day each month as your first payment. Payment is taken automatically from the card you give us. Payments are processed securely by our payment provider, Stripe. We do not see or store your full card details.

3.4 **Prices include VAT.** Prices are in pounds sterling and include VAT at the current UK rate. We email you a VAT receipt for each payment, and you can download your invoices in Greenroom.

3.5 **Adding Autopilot.** If you add Autopilot part-way through a billing period, we charge a proportionate amount for the rest of that period. It then renews with your Launchpad Plus plan.

3.6 **Price changes.** We may change our prices. We will email you at least 30 days before a new price applies to you, and it will start from your next billing period after that notice. If you do not want to pay the new price, you can cancel before it starts.

3.7 **AI image credits.** Your monthly AI image credits reset at the start of each billing period and do not roll over. Unused credits have no cash value. We may offer extra credit packs to buy. Their price and terms will be shown before you buy.

3.8 **Offers and discounts.** We may offer free access or a discount for a set time, for example at launch. When that period ends, the normal price applies unless you cancel. We will tell you the end date and the price before the offer starts.

4. Cancelling, refunds and missed payments

4.1 **Cancel any time, online.** There is no minimum term. You can cancel a paid plan or Autopilot in a few clicks from the billing page in Greenroom, or by emailing sparks@digitalsparks.co.uk. We will confirm your cancellation by email.

4.2 **Cancelling during the trial.** If you cancel before your trial ends, you will not be charged, and your account moves to the free Launchpad plan when the trial ends.

4.3 **Cancelling a paid plan.** Your cancellation takes effect at the end of the billing period you have already paid for. You keep your paid features until then, and you will not be charged again. Your account then moves to the free Launchpad plan.

4.4 **Refunds.** Payments are not refundable for part-used billing periods, except where these terms say otherwise or the law requires it. If we have charged you in error, tell us within 30 days and we will put it right.

4.5 **If you are a consumer.** If you count as a consumer under UK law, you have the right to cancel within 14 days of first paying for a paid plan, and any other cancellation rights the law gives you. If you cancel

under one of those rights, we will refund what you paid, less a fair amount for any time you used Launchpad before you cancelled.

4.6 **If a payment fails.** We will email you and try the payment again over the following days. You can update your card at any time, using the link in our email or in Greenroom. If the payment still has not gone through after our retries, your paid plan ends and your account moves to the free Launchpad plan.

4.7 **What happens to your scheduled posts.** When a paid plan ends, posts scheduled to go out after that date will not be published, and your social accounts are disconnected from Launchpad. Your posts stay in Greenroom for you to copy and post yourself. If you restart a paid plan, you can reconnect your accounts.

4.8 **If we suspend or end your account.** We may suspend or close your account, straight away if needed, if you seriously or repeatedly break these terms, use Launchpad unlawfully, or put other users, our systems or our platform partners at risk. Otherwise, we may end your access to Launchpad by giving you at least 30 days' notice. If we end a paid plan for a reason that is not your fault, we will refund any unused part of the billing period.

4.9 **Closing your account.** You can ask us to close your account and delete your data at any time. You can request a copy of your data within 30 days of closing your account. We delete it within 90 days, unless the law requires us to keep it longer.

5. Your account and social accounts

5.1 **Your login.** Keep your login details private, and tell us straight away if you think someone else has used them. You are responsible for what happens on your account, including anything done by people you share access with.

5.2 **Accurate details.** The details you give us about you and your business must be true and kept up to date. Launchpad uses them to build your plan and write your content.

5.3 **Connecting social accounts.** On a paid plan you can connect Facebook, Instagram, LinkedIn, YouTube, Google Business Profile and any other platforms we support. You confirm you own or are authorised to manage each one. You give us permission to post, schedule and read performance data on your behalf, only as you instruct through Launchpad. You can disconnect an account at any time.

5.4 **Platform rules.** Each social platform has its own rules, and you must follow them. If a platform suspends your account, limits posting or changes how it works, that is outside our control.

5.5 **Using Launchpad properly.** You must not use Launchpad to:

- post anything unlawful, misleading, defamatory or discriminatory, or that infringes someone else's rights
- break the rules that apply to your industry, including UK property advertising, consumer protection and financial promotion rules
- send spam, or post on accounts you are not authorised to manage
- copy, resell, reverse engineer or misuse Launchpad or Greenroom, or try to get around its limits or security

- overload our systems, for example with automated tools, or upload anything harmful such as viruses

5.6 **One business per account.** Each plan is for one business. Separate branches or brands each need their own account, unless we agree otherwise in writing.

6. AI content, approval and ownership

6.1 **Nothing posts without your approval.** Launchpad never publishes AI content to your social accounts until you have approved it, including Autopilot drafts. Posts you schedule yourself go out at the time you set.

6.2 **You are the publisher.** Once you approve or schedule a post, it is your post. Check AI content before you approve it, especially any figures, prices, market data, financial or legal points, and anything about named people or properties. AI can make mistakes. We work to keep it accurate and on-brand, but we do not promise that AI content will be accurate, complete or suitable for your purposes.

6.3 **Your content stays yours.** You own your content. You give us a licence to store, process, adapt and publish it through Launchpad, only to provide the service to you. That licence ends when you delete the content or close your account, except for copies we must keep by law.

6.4 **AI content we create for you.** You may use AI content created for your account in your business, including after you cancel. Similar wording or ideas may be suggested to other users, so we cannot promise AI content is unique to you.

6.5 **What stays ours.** Launchpad, Greenroom and the Digital Sparks name and logo belong to us, as do our prompts, plans, templates, methods and software. You may use them only through your account while it is active.

6.6 **Improving Launchpad.** We may use anonymised information about how Launchpad is used and how posts perform, to improve it. We will not share your content with other customers, or use it to promote Digital Sparks, without your permission.

6.7 **Responsibility for what you post.** If someone brings a claim against us because of content you uploaded or approved, or because you broke clause 5.5, you will cover our reasonable losses and costs from that claim. This clause does not apply if you are a consumer.

7. Availability, liability and general terms

7.1 **Availability.** We aim to keep Launchpad running at all times, but we cannot promise it will always be available or error-free. We may pause it for maintenance, and will try to give notice of planned work.

7.2 **Services we rely on.** Launchpad uses other companies' services, including the social platforms, social media posting and AI providers, Canva and Stripe. If one of them goes down, changes its rules or stops supporting a feature, a post may fail or a feature may stop working. If a scheduled post fails, we will show it as failed in Greenroom so you can post it yourself. We are not responsible for what those companies do.

7.3 **Results.** Launchpad helps you plan and post consistently. We do not promise any number of followers, enquiries, instructions or sales.

7.4 **What we are not liable for.** We are not liable for loss of profit, business, revenue, goodwill or data, or for any indirect or unforeseeable loss. Nor are we liable for posts you approved or scheduled, or for losses caused by a platform or service named in clause 7.2.

7.5 **Our maximum liability.** Our total liability to you under these terms is limited to the amount you paid us for Launchpad in the 12 months before the claim, or £100 if that is greater.

7.6 **What we do not limit.** Nothing in these terms limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be limited under the law of England and Wales. If you are a consumer, clauses 7.4 and 7.5 apply only as far as UK consumer law allows.

7.7 **Your data.** We handle personal data in line with the UK General Data Protection Regulation and the Data Protection Act 2018, as explained in our Privacy Policy. Where we handle personal data on your behalf, for example in your posts or social accounts, we do so only to provide Launchpad.

7.8 **Changes to these terms.** We may update these terms. For changes that affect paid customers, we will email you at least 30 days before they apply, and you can cancel before they start if you do not agree. Smaller changes, such as wording or legal updates, take effect when we publish them.

7.9 **Transferring the contract.** We may transfer our rights and duties under these terms to another company, for example if Digital Sparks is sold or restructured. Your rights will not be reduced. You may not transfer your account without our written agreement.

7.10 **Other legal points.** If a court finds part of these terms invalid, the rest still applies. If we delay enforcing a term, we can still enforce it later. Only you and we have rights under these terms.

7.11 **Which law applies.** These terms are governed by the law of England and Wales, and the courts of England and Wales deal with any dispute. If you are a consumer living in Scotland or Northern Ireland, you may also bring a claim in the courts where you live.

7.12 **Questions or complaints.** Email sparks@digitalsparks.co.uk or call 020 8070 0084, and we will aim to reply promptly.

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