

PLEASE READ CAREFULLY BEFORE DOWNLOADING OR STREAMING THE APP FROM THIS WEBSITE.

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and The Play Inspection Company Limited (company no. 05216477) of 14 Ringwood Road, Ferndown, Dorset, United Kingdom BH22 9AN (**Licensor, us** or **we**) for:

“Mobile Inspections” mobile application, software version numbers 2.5.9 and above (Android) and IOS 2.5.11 and above (iPad and iPad Mini) (**App**);

- use of the Licensor’s web based inspection system (inspectonline.co.uk) (**Web System**) and report generator (reports.inspectonline.co.uk) (**Report Generator**); and
- associated online documents including user set up guide contained at inspectonline.co.uk (**Documents**).

We licence use of the App, the Web System and Report Generator (including all reports) and Documents to you strictly on the basis of this EULA. We remain the owners of the App, the Web System, Report Generator and Documents at all times.

Operating system requirements: This App requires a 7 inch Android tablet, iPad Mini or iPad device with a minimum operating system for Android devices of 4.1.2 or later and for iPads operating system IOS version 7 or later (**Devices**).

Important notice:

- By downloading the App from this website or clicking on the "Accept" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined in condition 1.5 and limitations on liability in condition 7.
- If you do not agree to the terms of this licence, we will not license the App, the Web System and Documents to you and you must stop the downloading or streaming process now by clicking on the "Cancel" button below. In this case the downloading or streaming process will terminate.

You should print a copy of this EULA for future reference.

AGREED TERMS

- 1. ACKNOWLEDGEMENTS**
- 1.1 The terms of this EULA apply to the App or any of the services accessible through the App including the Web System (**Services**), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 We may change these terms at any time by sending you an SMS or other communication in writing with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be

required to read and accept them to continue your use of the Services.

1.3 From time to time updates to the App may be issued. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.

1.4 You will be assumed to have obtained permission from the owners of the Devices that are controlled, but not owned, by you and described in condition 2.2(a) and to download a copy of the App onto the Devices. You and they may be charged by you and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

1.5 The terms of our privacy policy from time to time, available at inspectonline.co.uk (**Privacy Policy**) are incorporated into this EULA by reference and apply to all Services. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

1.7 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of you agreeing to abide by the terms of this EULA and your payment of the licence fees stipulated by us from time to time, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms and the Privacy Policy, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

- (a) download or stream a copy of the App onto the Devices and to view, use and display the App on the Devices for your own business purposes only; and
- (b) use the Web System and Documents for your own business purposes only.

2.3 The duration of the licence granted to you by us (together with the applicable licence fee) will be set out on our written quotation to you.

2.4 We will provide you with a unique log in code/password to enable you to use the App and Services.

3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by any local law, you agree:



- (a) not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the App;
- (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us;
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (**Technology**); and
- (i) not to share your user log-in details and/or password with any other person,

together **Licence Restrictions**.

4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by this EULA);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

5. INTELLECTUAL PROPERTY RIGHTS

5.1

You acknowledge that all intellectual property rights in the App, the Web System, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the Web System, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2

You acknowledge that you have no right to have access to the App in source-code form.

6. LIMITED WARRANTY

6.1

We warrant that:

- (a) the App will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and
- (b) that the Documents correctly describe the operation of the App in all material respects,

for a period of 12 months from the date on which the App is downloaded or streamed to the Devices (**Warranty Period**).

6.2

If within the Warranty Period you notify us in writing of any defect or fault in the App as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to a refund of your licence fee only in respect of the period in which the defect or fault arose.

6.3

The warranty does not apply:



- (a) if the defect or fault in the App or any Service results from you having amended the App;
- (b) if the defect or fault in the App results from you having used the App in contravention of the terms of this EULA;
- (c) to any defect or fault in any Device (whether supplied by us or otherwise);
- (d) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
- (e) if you breach any other rules and regulations imposed by us from time to time in connection with the use of the App.

7. LIMITATION OF LIABILITY

7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.

7.2 We only supply the App and Documents for your own use. We shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.3 Under no circumstances shall we be liable (nor do we accept liability) for any damage or loss, howsoever caused or occasioned, to any Devices used by you in connection with the operation of the App (including any Devices that are supplied to you by us).

7.4 To the fullest extent permitted by law we expressly exclude any liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct, indirect or consequential loss arising under or in connection with your use or inability to use (eg through system crashes or malfunctions) of the App, the Services and/or the Devices which includes:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of profits or contracts;
- (iv) loss of anticipated savings;
- (v) loss of data (including any data entered via the App by you);
- (vi) loss of goodwill;
- (vii) wasted management or office time;
- (viii) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your Devices, other programmes, apps, data or other proprietary material due to your use of the App or your downloading any material.

7.5 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services, the App and/or any Devices) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the annual licence fee paid by you for use of the App and the Services. Nothing in this EULA shall limit or exclude our liability for:

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

8. TERMINATION

8.1 We may terminate this EULA immediately by written notice to you:

- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
- (c) if you have failed to pay any licence fee(s) to us immediately as and when the same become due for payment from time to time;
- (d) if you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) you have any partner to whom any of the foregoing apply;
- (e) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or your solvent reconstruction;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent reconstruction of you;
- (g) you (being an individual) are the subject of a bankruptcy petition or order;



- (h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (i) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you (being a company);
- (j) a floating charge holder over the assets of you (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (k) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
- (l) you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.
- (m) if we decide for any reason to discontinue the provision of the App at any time during the period that the App is licensed to you.
- 8.2 On termination for any reason:
- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of any Services;
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so;
- (d) we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Services;
- (e) we will, on request, supply you with an XML file (or other similar medium at our discretion) of any of your data only held on the Web System.
- 8.3 If we terminate this EULA pursuant to clause 8.1(m) above we will refund to you on a pro-rata basis the unexpired portion of any licence fee paid by you to us but we shall not be liable to make any further payments to you on any account whatsoever nor shall we be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the termination of this EULA.
- 8.4 This EULA will terminate automatically upon the expiry of any licence period agreed between us from time to time.
9. **COMMUNICATION BETWEEN US**
- 9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by prepaid post to The Play Inspection Company Limited at 14 Ringwood Road, Ferndown, Dorset, United Kingdom BH22 9AN. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 9.2 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 request for the App.
10. **EVENTS OUTSIDE OUR CONTROL**
- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.
11. **OTHER IMPORTANT TERMS**
- 11.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.