

Please read these licence terms carefully

By clicking on the "accept" button below you agree to these terms which will bind you.

If you do not agree to these terms, click on the "reject" button below.

End User Licence Agreement ("EULA")

We Xperience IT Solutions Ltd (company number NI007933) ("us, we or Licensor") of, Knockmore Hill Industrial Park, 11 Ferguson Drive, Lisburn, Co.Antrim, BT28 2EX, Northern Ireland grant you a non-exclusive, non-transferable license you to use:

1. CIS Lite mobile application software, the data supplied with the software, (App) and any updates or supplements to it.
2. The related online or electronic documentation (Documentation).
3. The service you connect to via the App and the content we provide to you through it (Service).

as permitted in these terms.

1. Privacy

- 1.1. We only use any personal data we collect through your use of the App and the Services in the ways set out in our [privacy policy](#) if you are using a specific service additional terms may apply as set out below.
- 1.2. Please be aware that internet transmissions are never completely private or secure and 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.

2. Additional terms for specific Services

- 2.1. In addition, the Services set out below will be governed by the following terms: [Master Services Agreement](#) ("MSA") and [Statement of Work](#) ("SOW").
- 2.2. Microsoft's Appstore terms also apply.

3. Support for the App and how to tell us about problems

- 3.1. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at <https://www.xperience-group.com/>.
- 3.2. Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at enquiries@xperience-group.com or call them on 028 9267 7533.
- 3.3. If we have to contact you we will do so by email, or by pre-paid post, using the contact details you have provided to us.

4. Using the App

- 4.1. In return for your agreeing to comply with these terms you may:

4.1.1. download or stream a copy of the App onto your device and view, use and display the App and the Service on such device for your internal business purposes only and

4.1.2. use any Documentation to support your permitted use of the App and the Service.

4.2. provided you:

4.2.1. comply with the licence restrictions below and only make copies of the App and the Documentation as are necessary for back-up purposes;

4.2.2. receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you and

4.2.3. are aged 18 or over.

5. Transferring the App

5.1. We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

6. Changes to these terms

6.1. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

6.2. We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App.

6.3. If you do not accept the notified changes you will not be permitted to continue to use the App.

7. Updates to the App and changes to the Service

7.1. From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

7.2. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

7.3. The App will continue to work with the current or previous version of the operating system (as it may be updated from time to time).

8. Third-Party Links

8.1. The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

8.2. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

9. Fees

9.1. Fees are as set out in the applicable statement of work and are payable in line with the terms of the applicable MSA.

10. Licence restrictions

10.1. You agree that you will:

10.1.1. not rent, lease, sub-license, loan, provide, or otherwise make available, the App, Documents or Services in any form, in whole or in part to any person without prior written consent from us;

10.1.2. not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

10.1.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;

10.1.4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

- a) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- b) is not used to create any software that is substantially similar in its expression to the App;
- c) is kept secure; and
- d) is used only for the Permitted Objective;

10.2. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service;

10.3. be responsible for complying with these terms, whether or not you own the phone or other device you download or stream the App onto.

10.4. In the event that you breach of the terms set out in this EULA we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

11. Acceptable use restrictions

11.1. You must not:

11.1.1. use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

11.1.2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms) and

11.1.3. 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.

11.2. You should:

11.2.1. back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

11.2.2. check that the App and the Services are suitable for you. Please check that the facilities and functions of the App and the Services (as described on the Appstore site and in the Documentation) meet your requirements.

12. Intellectual property rights

12.1. All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

13. Limitation of Liability

13.1. We shall not in any circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the licence for:

13.1.1. loss of profits, sales, business, or revenue;

13.1.2. business interruption;

13.1.3. loss of anticipated savings;

13.1.4. loss or corruption of data or information;

13.1.5. loss of business opportunity, goodwill or reputation;

13.1.6. any special, indirect or consequential loss, damage, charges or expenses or

13.1.7. loss or damage suffered by you as a result of any action brought by a third party even if such loss was reasonably foreseeable or the Licensor had been advised of the possibility of you incurring the same.

13.2. Other than the losses set out above (for which we are not liable), our maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 125% of the fees paid for the App in the 12 months preceding the breach.

13.3. Nothing in this EULA shall limit or exclude our liability for:

13.3.1. death or personal injury resulting from our negligence;

13.3.2. fraud or fraudulent misrepresentation;

13.3.3. any other liability that cannot be excluded or limited by English law.

13.4. This licence sets out the full extent of our obligations and liabilities in respect of the supply of the App and Documentation. 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 App and Documentation 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.

14. Termination

14.1. We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

15. Effect of Termination

15.1. Upon termination for any reason:

15.1.1. all rights granted to you under this license shall cease;

15.1.2. you must cease all activities authorised by this license;

15.1.3. you must immediately delete or remove the App from all devices in your possession and immediately destroy or return to us (at our option) all copies of the App or Documentation in your possession, custody or control and, in the case of destruction, certify to us that you have done so;

15.1.4. pay for all remaining amounts owing to the Licensor including any applicable interest and in respect of the licenses supplied but for which no invoices has yet been submitted, the Licensor shall submit an invoice, which shall be payable by you immediately on receipt and

15.1.5. comply with any other reasonable request from us.

16. Alternative dispute resolution

16.1. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to enquiries@xperience-group.com. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

17. General Terms:

17.1. We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will use reasonable endeavours ensure that the transfer does not affect your rights under this licence.

- 17.2. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 17.3. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 17.4. Each of the paragraphs of this licence operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5. We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 17.6. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.7. licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. Both parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.