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## **END USER LICENCE AGREEMENT - Version 1.0 (2015)**

**PLEASE READ THIS CAREFULLY BEFORE ACCESSING AND USING THE DOCUMENTS AND FUNCTIONALITY OF AND FROM THE MY-E COACH PLATFORM.**

This end-user licence agreement (EULA) is a legal agreement between you (the End-user or you) and MY-E-COACH LIMITED a company registered in England under number 5140016 with its registered office at Wessex House, 66 High Street, Honiton, Devon EX14 1PD (My-e-Coach Licensor, us or we) for providing access to the personal development coaching and related resources and facilities on the My-e-coach Personal Development Platform (the Platform).

If you have been granted access to the Platform by your Employer, the duties you owe to us under this EULA are also owed jointly and severally to your Employer.

Employer shall be given a wide meaning to include any organisation for whom you work whether under a contract of employment or otherwise and who has contracted with us to provide the Platform for access and use by You (such contract being referred to as "the Employer's Licence" for the purposes of clause 7.2).

We license access to and use of the facilities on the Platform and the Documents to you based on this EULA.

We remain the owners of the Platform and the owner or licensor of the Documents always.

Documents means the various written materials accessible on the Platform provided to you for but excludes User Data.

User Data refers to any data (for example conversations, diary, correspondence, tasks, reports, summaries, actions and any other entries) inputted into the fields and facilities of the Platform provided for that purpose by You.

### **IMPORTANT NOTICE:**

- BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU. THE TERMS OF THE EULA INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN condition 1.7 AND LIMITATIONS ON LIABILITY IN condition 6.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT PERMIT YOU TO ACCESS AND USE THE PLATFORM AND THE DOCUMENTS AND YOU MUST NOT ATTEMPT TO ACCESS AND USE THE PLATFORM AND THE DOCUMENTS.

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



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## **AGREED TERMS:-**

### **1. Acknowledgements**

- 1.1. The terms of this EULA apply to the Platform and/or any of the facilities and/or services accessible through the Platform (Services), including any updates or supplements to the Platform or any Service, unless they come with separate terms, in which case those terms apply.
- 1.2. We may change these terms at any time. 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 or corrections to the Platform and the Services and the Documents may be installed or use of the same may be suspended in whole or part for maintenance upgrade or to fix bugs or correct errors or to correct defective functionality. We have no liability to you as a result of any such suspension.
- 1.4. We retain the right to access any part of the Platform (including any User Data used or kept by you on the Platform) for Platform administration or management or audit purposes and or to check compliance with these terms and to exercise any of our rights under these terms.
- 1.5. You will be assumed to have obtained permission from your Employer and the owner of any device ("Device") that you use to access and/or use the Services to the extent that you do.
- 1.6. You accept responsibility in accordance with the terms of this EULA for the use of the Platform or any Service on or in relation to any Device, whether or not it is owned by you.

The terms of our Privacy Policy from time to time, available at <https://s3-eu-west-1.amazonaws.com/myecoach-public/termsandconditions/privacy-policy-v1.0.pdf> (Privacy Policy) are incorporated into this EULA by reference and apply to the Services.

- 1.7. Additionally, by using the Platform 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 to the Platform and or using any facility of the Platform or any Service may be read or intercepted by others, even if there is a special notice that a transmission is encrypted.
- 1.8. By using the Platform or any of our Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals to improve our Platform and to provide or facilitate the provision of any Services to you.



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- 1.9. Certain Services may make use of location data sent from mobile Devices. You can turn off this functionality at any time by turning off the location services settings for the Platform on the Device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your Device.
- 1.10. The Platform or any Service may contain links to other independent third-party websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.11. 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, we grant you a non-transferable, non-exclusive licence to use the Platform on the Devices, subject to these terms, the Privacy Policy incorporated into this EULA by reference. We reserve all other rights.
- 2.2. You may:
  - 2.2.1. view, use and display the Platform on your Devices for your personal development purposes only;
  - 2.2.2. use the Documents for your personal development purposes only;
  - 2.2.3. not in any circumstances reproduce any material available on the Platform (other than your own Personal Data) including the Documents for any commercial gain or otherwise publish or distribute the same without our express written permission or that of the copyright owner of the relevant material (as the context requires).



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### 3. Licence restrictions

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

- 3.1.1. not to copy the Platform or Documents except where such copying is incidental to normal use of the Platform, or where it is necessary for the purpose of back-up or operational security;
- 3.1.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform or Documents;
- 3.1.3. make the Platform or its content available to persons who do not have an independent lawful right and permission to access it from us or their Employer;
- 3.1.4. not to make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
- 3.1.5. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform 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 Platform with another software program, and provided that the information obtained by you during such activities:
  - 3.1.5.1. is used only for the purpose of achieving inter-operability of the Platform with another software program;
  - 3.1.5.2. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - 3.1.5.3. is not used to create any software that is substantially similar to the Platform;

together "Licence Restrictions".



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#### **4. Acceptable use restrictions**

You must:

- 4.1.1. not use the Platform 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 Platform, any Service or any operating system;
- 4.1.2. not infringe our intellectual property rights or those of any third party in relation to your use of the Platform or any Service, including the submission of any User Data or other material (to the extent that such use is not licensed by this EULA);
- 4.1.3. not transmit any material that is defamatory, offensive or otherwise objectionable or illegal in relation to your use of the Platform or any Service;
- 4.1.4. not use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 4.1.5. 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.

together Acceptable Use Restrictions.

#### **5. Intellectual property rights**

- 5.1. You acknowledge that all intellectual property rights in the Platform, the Documents and the technology that drives it anywhere in the world belong to us or our licensors, that rights in the access and use of the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform, the Documents or any such 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 Platform in source-code form.



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## 6. Limitation of liability

- 6.1. You acknowledge that the Platform has not been developed to meet your individual requirements and has been made available to you by your Employer, and that it is therefore your responsibility to ensure that the facilities and functions of the Platform as described in the Documents meet your requirements.
- 6.2. We only supply the Platform and Documents for personal development use. Whilst the skills and experience which may be gained by you through use of the Platform, the Services and the Documents may be of use to you in business or in your private life you agree:
  - 6.2.1. we have no liability to you for any loss of profit, loss of business, or loss of business or other opportunity;
  - 6.2.2. you will not to use the Platform, the Services and the Documents in any way that a reasonable person would consider is a reselling or redistribution of the same for commercial purposes competing with and contrary to our commercial interests; and
  - 6.2.3. we have no liability to you for any loss of profit, loss of business, or loss of business opportunity.
- 6.3. We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 6.4, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.
- 6.4. Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the amount that we may have charged your Employer for your personal right of access to and use of the Platform and any Services. This does not apply to the types of loss set out in condition 6.5.
- 6.5. Nothing in this EULA shall limit or exclude our liability for:
  - 6.5.1. death or personal injury resulting from our negligence;
  - 6.5.2. fraud or fraudulent misrepresentation; and
  - 6.5.3. any other liability that cannot be excluded or limited by English law.



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## **7. Termination**

- 7.1. We may terminate this EULA immediately by written notice to you:
  - 7.1.1. 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;
  - 7.1.2. if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
- 7.2. This EULA will terminate automatically on the expiration or termination of the Employer's Licence.
- 7.3. On termination for any reason:
  - 7.3.1. all rights granted to you under this EULA shall cease;
  - 7.3.2. you must immediately cease all activities authorised by this EULA, including your use of any Services;
  - 7.3.3. we may remotely access the Devices and remove any code relating to the Platform from all of them and cease providing you with access to the Services;
  - 7.3.4. we have the right to delete all User Data without notice or liability to you.
- 7.4. If we terminate this EULA under clause 7.1 we have the right (but not the obligation) to inform your Employer that your rights under this EULA have been terminated and why.

## **8. Communication between us**

- 8.1. 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 e-mail or by prepaid post to MY-E-COACH LIMITED Wessex House, 66 High Street, Honiton, Devon EX14 1PD and support@mye-coach.com. We will confirm receipt of this by contacting you by e-mail.
- 8.2. 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 to access the Platform.





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## 9. Events outside our control

- 9.1. 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).
- 9.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
  - 9.2.1. 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
  - 9.2.2. 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.

## 10. Other important terms

- 10.1. 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.
- 10.2. You may not transfer your rights or obligations under this EULA to another person.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.

**I have read and accept these terms and conditions**

**I ACCEPT**