

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 Cybsafe Limited of Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6QR (**Licensor, us or we**) for Cybsafe mobile application software (**App**).

We license use of the App to you on the basis of this EULA and

We license use of the App to you on the basis of this EULA and subject to the terms of your agreement with your employer (or other entity procuring your services) (**Employer**) and to any rules or policies applied by any appstore provider or operator from whose site, (**Appstore**), the End-user downloaded the App (**Appstore Rules**). We do not sell the App to you. We remain the owners of the App at all times.

OPERATING SYSTEM REQUIREMENTS THIS APP REQUIRES A MOBILE PHONE, TABLET COMPUTER OR PHAPBLET STYLE DEVICE WITH A MINIMUM OF 512MB RAM OF MEMORY. INTERNET ACCESS AND ANDROID 4.0+ OR IOS 7+ OPERATING SYSTEM. THERE WILL BE A REQUIREMENT FOR A REASONABLE AMOUNT OF HARD DISK SPACE IF USERS WISH TO STORE ALL CONTENT LOCALLY - THIS IS NOT ESSENTIAL. STORING ALL CONTENT WILL REQUIRE ~2-3GB.

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 AND DOCUMENTS TO YOU AND YOU MUST STOP THE DOWNLOADING PROCESS NOW BY CLICKING ON THE "CANCEL" BUTTON BELOW. IN THIS CASE THE DOWNLOADING PROCESS WILL TERMINATE.

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

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the App and the services accessible through the App (**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 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 through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed 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 mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2 (**Devices**) and to download or stream a copy of the App onto the Devices. You and they may be charged by your 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 We will collect your name, business e-mail address and / or personal e-mail address, gender and age range and will use it to identify and authenticate you, give you access to the Services, analyse your levels of understanding and improvements in your behaviour in relation to cyber security and provide analyses to your Employer.
- 1.6 Through your use of the App or any of the Services, we will collect and use 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 The terms of our privacy policy from time to time, available at [WEB ADDRESS OF PRIVACY POLICY] (**Privacy Policy**) are incorporated into this EULA by reference.
- 1.8 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.
- 1.9 No location data is gathered.
- 1.10 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 App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.
- 2.2 You may download or stream a copy of the App onto one mobile or tablet device and to view, use and display the App on the Devices for your personal purposes only.

3. LICENCE RESTRICTIONS

- 3.1 Except as expressly set out in this EULA or as permitted by any local law, you agree:
- (a) not to copy the App and any documentation accessible within the app 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;
 - (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; and
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or the Service (**Technology**),

together **Licence Restrictions**.

4. ACCEPTABLE USE RESTRICTIONS

4.1 You must:

- (a) not use the App or the 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, the 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 the 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 the Service;
- (d) not use the App or the 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 the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service.

together **Acceptable Use Restrictions**.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App 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 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. SUPPORT

6.1 We provide certain warranties in relation to the App in our contract with your Employer. Except as expressly stated in writing, we make no representations or warranties in respect of the App and all other warranties, expressed or implied, including without limitation, warranties of satisfactory quality or fitness for purposes are hereby expressly excluded.

6.2 Support is available through the App or by emailing helpdesk@cybsafe.com.

7. LIMITATION OF LIABILITY

- 7.1 You acknowledge that the App and the Service is provided for your use as agreed with your Employer and it is your Employer's responsibility to ensure that the facilities and functions of the App and the Service meet your requirements.
- 7.2 We only supply the App and the Service for the commercial use of your Employer. You agree not to use the App and the Service for any domestic, private or resale purposes. We have no liability to you for any losses, including loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 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; and
 - (c) if we become entitled to terminate our licence of the App in accordance with our agreement with your Employer.
- 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 then in your possession, custody or control and certify to us that you have done so; and
 - (d) we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Service.

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 e-mail or by prepaid post to Cybsafe Limited at Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6QR or admin@cybsafe.com. 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 prepaid 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. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.