

END USER LICENCE AGREEMENT

1. Acceptance of these terms

By installing the App you agree to these terms. If you do not agree to these terms you must not install the App.

2. Who we are and what this EULA does

We, Corintech Limited of Ashford Mill, Station Road, Fordingbridge, SP6 1DZ license you to use:

- a) Wireless Alert mobile application software, the data supplied with the software, (the "**App**") and any updates or supplements to it; and
- b) the related documentation supplied with the App or made available to you online (the "**Documentation**"),

in accordance with this End User Licence Agreement ("**EULA**").

3. Terms of Service

The App is used to set up your Corintech wireless alert product, and activate our email alert service (the "**Service**"). Your use of the Service is subject to our Terms of Service which can be accessed from within the App and at <https://www.filesthrutheair.com/wireless-alert-terms>. You must accept the Terms of Service in order to receive the Service using your wireless alert product.

If the terms of this EULA and the Terms of Service are inconsistent with one another then the Terms of Service shall apply.

4. If someone else owns the phone or device you are using

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with this EULA, whether or not you own the phone or other device.

You are also responsible for obtaining the owner's agreement to our Terms of Service, a copy of which can be accessed from <https://www.filesthrutheair.com/wireless-alert-terms>, as a condition of receiving the Service.

5. Your privacy

For information about how we collect and process your personal information, please refer to our App Privacy Policy which can be accessed from our app store listing or our website at <https://www.filesthrutheair.com/wireless-alert-privacy>.

Please be aware that internet transmissions are never completely private or secure. Any information you send or receive using the App or the Service can potentially be read or intercepted by others. To minimise this risk, please ensure you follow best practices for IT security and keep your device up to date with the latest firmware and software.

6. The App Store's terms also apply

The ways in which you can use the App and Documentation may also be controlled by the App store's rules and policies <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>. The App Store's rules and policies will apply instead of these terms where there is a conflict between the two.

7. How you may use the App

In return for you agreeing to comply with this EULA, you may download a copy of the App onto your device (or, in the case of business users the device of your employer or customer, with their permission) and use the Documentation to support your permitted use of the App.

Provided you comply with the terms of this EULA, you will also be permitted to receive and use any free updates of the App which we provide to you.

8. Licence restrictions

You agree that you will:

- a) not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- b) not copy the App or Documentation, except as part of the normal use of the App or where it is necessary for making a back-up or for operational security; and

- c) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

9. Acceptable use restrictions

You must:

- a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA. You must not act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- b) unless we have expressly allowed you to use those rights in this EULA, not do anything which would infringe our intellectual property rights or those of any third party in relation to your use of the App;
- c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- d) not use the App 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 our systems or attempt to decipher any transmissions to or from the servers connected to the App.

10. You must be 18 to use the App

You must be 18 or over to accept this EULA and install/use the App. You must also ensure that the email address you register with the App belongs to a person over the age of 18.

11. You may not transfer the App to someone else

You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. Any other person wanting to use the App must download it directly from the relevant app store and must agree to our current EULA.

If your device has the App installed and you wish to sell it or return it to your employer, then you must remove the App first.

12. Changes to these terms

We reserve the right to change the terms of this EULA at any time by notice to you, for example to reflect changes in law or to deal with additional features which we introduce. If you do not accept the changes you will not be permitted to continue to use the App.

13. Update to the App

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to users' operating systems or address security issues. Alternatively we may ask you to update the App for these reasons.

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.

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

Support and additional information for the App is available from our website: <https://www.filesthrutheair.com/support>. You can also email our customer service team at support@filesthrutheair.com.

15. Intellectual property rights

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

16. Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

Subject to the preceding paragraph:

- (a) **if you are using the App in the course of business** then in recognition that the App is provided to you free of charge, we shall have no liability to you whatsoever except:

- (i) as may be expressly provided for under the Terms of Service (please see <https://www.filesthrutheair.com/wireless-alert-terms>); and
- (ii) if defective digital content that we have supplied damages a device or digital content belonging to you. In which case we will, in full and final settlement, either repair the damage or pay you compensation (provided that our obligation to repair or compensate you for damage to digital content shall not exceed five hundred pounds (£500) in aggregate). However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us,

provided that in no circumstances shall we be liable to you for any of the following kinds of loss: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; or indirect or consequential loss.

(b) **if you are a consumer** (i.e. not using the App in the course of business) then:

- (i) we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen; and
- (ii) if defective digital content that we have supplied damages a device or digital content belonging to you. In which case we will either repair the damage or pay you compensation (provided that our obligation to repair or compensate you for damage to digital content shall not exceed five hundred pounds (£500) in aggregate). However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

17. Limitations to the App

The App has not been developed to meet your individual requirements. Assistance and information provided by us (by whatever means) is intended for information only and is not a substitute for obtaining personalised specialist advice.

If you are a business user then, in recognition that the App is provided to you free of charge, we do not give any representation, assurance, warranty or guarantee (express or implied) about the App's performance or suitability for your intended use unless expressly stated in this EULA or our Terms of Service or Terms of Sale, and you agree that you have no remedies in respect of any statement, representation, assurance or warranty (of any nature and whether made innocently or negligently) that is not expressly contained in those documents.

18. Termination

We may terminate your rights to use the App at any time if you have seriously breached this EULA. If your breach is remediable then we may give you a reasonable opportunity to remedy the breach before terminating.

If we end your rights to use the App:

- a) you must stop all activities authorised by these terms, including your use of the App;
- b) you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and
- c) you may not download the App in the future without our written consent.

19. Severance

If any provision or part-provision of this EULA is or becomes invalid, illegal or unenforceable then it shall be deemed deleted. That shall not affect the validity and enforceability of the rest of this EULA.

If any provision or part-provision of this EULA is deemed deleted under the preceding paragraph, you and we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 20. Back-ups.** You are exclusively responsible, and have sole liability, for regularly backing up content and data used in connection with the App.
- 21. Force majeure.** If our support for the App or the Service is delayed by an event outside our control then we will endeavour to notify you of that fact 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.
- 22. Variation.** No variation of this EULA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23. Assignment.** We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree beforehand in writing.
- 24. No rights for third parties.** This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.
- 25. Waiver.** 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.
- 26. Governing law and jurisdiction.** These terms of this EULA are governed by English law. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA.
- 27. Contact.** We are FilesThruTheAir registered as Corintech Limited (company number 01339950) of Ashford Mill, Station Road, Fordingbridge, SP6 1DZ. Email: info@corintech.com. Tel: +44 (0)1425 655655.