

Binder Cloud Limited
End User Licence Agreement for Consumer End Users

PLEASE READ THESE LICENCE TERMS CAREFULLY

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Binder Cloud Ltd of Shepherd Partnership, Carleton Business Park, Skipton, BD23 2DE (**Licensor, us** or **we**) for our software and associated media (**Software**).

We license use of the Software to you on the basis of this Licence. We do not sell the Software to you. We remain the owners of the Software at all times.

BY CLICKING ON THE "Sign In" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE YOU MAY NOT ACCESS THIS SOFTWARE.

1 Grant and Scope of Licence

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software on the terms of this Licence.
- 1.2 You may use the Software for your personal purposes of exchanging information with your IFA only.
- 1.3 We may update the Software from time to time.

2 Restrictions

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - 2.1.1 not to copy the Software, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.1.3 to keep your login details to the Software confidential;
 - 2.1.4 not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without our prior written consent; and
 - 2.1.5 to comply with all applicable technology control or export laws and regulations.

2.2 You may not use or access the Software:

- 2.2.1 in any way that breaches any applicable local, national or international law or regulation;
- 2.2.2 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- 2.2.3 for the purpose of harming or attempting to harm minors in any way;
- 2.2.4 to bully, insult, intimidate or humiliate any person;
- 2.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 2.2.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- 2.2.7 to upload terrorist content.

3 **Intellectual Property Rights**

- 3.1 You acknowledge that all intellectual property rights in the Software throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software other than the right to use the Software in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

4 **Limitation of Liability**

- 4.1 To the extent permitted under law, we provide no warranties (whether implied or otherwise) to you in relation to the Software under this Licence, and all such warranties are excluded. We only provide warranties to your IFA.
- 4.2 We only supply the Software for your personal, and you agree not to use the Software for any business or re-sale purposes. If you use the Software for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 4.3 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing 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 this Licence was made, both we and you knew it might happen.

- 4.4 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.
- 4.5 If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation.
- 4.6 You acknowledge that the Software 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 Software meet your requirements.

5 **Termination**

- 5.1 We may terminate this Licence immediately if your IFA asks us to, or if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so. This Licence will terminate concurrently with any termination of our agreement with your IFA.
- 5.2 Upon termination for any reason, all rights granted to you under this Licence shall cease and you must cease all activities authorised by this Licence including immediately ceasing use of and access to the Software.

6 **Communications Between Us**

- 6.1 We may update the terms of this Licence at any time on notice to you in accordance with this clause 6. Your continued use of the Software following the deemed receipt and service of the notice under this clause 6 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software on the deemed receipt and service of the notice.
- 6.2 If we have to contact you, we will do so by email to the email address you provided when you registered for a login. If you need to contact us, you should do so by email to info@binder.cloud
- 6.3 Note that any notice:
- 6.3.1 given by us to you will be deemed received and properly served 24 hours after it is first posted on our website or 24 hours after an email is sent; and
 - 6.3.2 given by you to us will be deemed received and properly served 24 hours after an email is sent.
- 6.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; and, in the case of an email, that such email was sent to the applicable email address.

7 **How We May Use Your Personal Information**

- 7.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in the privacy policy at <https://binder.cloud/legal> and it is important that you read that information.
- 7.2 We do not access the documents and information which you exchange with your IFA via the Software. Your IFA is the data controller in respect of any personal data contained within such documents and information, and your IFA's use of such personal data is your IFA's sole responsibility. Please ask your IFA for a copy of their privacy notice applicable to such data if you want to understand how it may be used, or speak to your IFA if you have any queries.

8 **Other Important Terms**

- 8.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Licence.
- 8.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 8.3 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.
- 8.4 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- 8.5 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.
- 8.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.