



# Social Cues Limited – Beta Testing EULA (for consumer end users) V1.0

## PLEASE READ THESE LICENCE TERMS CAREFULLY

This licence agreement (**Licence**) is a legal agreement between you (**Licencee** or **you**) and Social Cues Limited of 30 Laurina Apartments, 10 Carnation Gardens, Hayes, UB3 4FS (**Licensor, us** or **we**) for:

- Social Cues – Front End UI Beta computer software, the data supplied with the software (**Software**); and
- Online and electronic documentation (**Documentation**).

This software is provided solely for testing and feedback purposes and is not intended for commercial use. We remain the owners of the Software and Documentation at all times.

## AGREED TERMS

### 1. GRANT AND SCOPE OF LICENCE, MINOR CHANGES, AND UPDATES

- 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 and the Documentation in the UK on the terms of this Licence. This Licence is granted to you for the period of time that the Licensor makes the Software available to you under this Licence, unless terminated earlier in accordance with section 6.
- 1.2 You may use this software solely for evaluation and feedback purposes.
- 1.3 We may update or require you to update the Software, provided that the Software shall always match the description of it that we provided to you before you bought it.

### 2. Restrictions

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

- (a) not to copy the Software or Documentation, 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;

- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs. For the avoidance of doubt, you may share screenshots, feedback, or bug reports with the Licensor or its authorized representatives in connection with providing feedback; and you agree that we may freely use, incorporate, and distribute any feedback, suggestions, or bug reports you provide to us without any obligation to you.
- (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software 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 Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - (i) is used only for the Permitted Objective;
  - (ii) 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
  - (iii) is not used to create any software that is substantially similar in its expression to the Software;
- (d) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (e) to include our copyright notice on all entire and partial copies of the Software in any form;
- (f) 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 prior written consent from us;
- (g) to comply with all applicable technology control or export laws and regulations.

### **3. Intellectual property rights**

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation 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 or the Documentation other than the right to use the Software and the Documentation 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. Warranty**

As a Beta product, the Software is provided 'as is' and may contain errors, bugs, or unfinished features. We make no warranty that the Software will operate error-free. To the maximum extent permitted by law, we disclaim all warranties, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose

#### **5. Our responsibility for loss or damage suffered by you**

- 5.1 Given that this is a beta product, the Licensor disclaims liability for any damage or loss except as required by law. Nothing in this Licence limits your statutory rights under applicable consumer protection legislation.

- 5.2 **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.

- 5.3 **When we are liable for damage to your property.** 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. 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.

- 5.4 **We are not liable for business losses.** The Software is for domestic and private use. If you use the Software for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 5.5 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 as described in the Documentation meet your requirements.

#### **6. Termination**

- 6.1 We may terminate or suspend access to the beta at any time without notice.

- 6.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;

- (b) you must cease all activities authorised by this Licence; and
- (c) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7. Communications between us**

- 7.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to ***info@SocialCues.co.uk***. We will confirm receipt of this by contacting you in writing, normally by email.
- 7.2 If we have to contact you or give you notice in writing, we will do so by email.

## **8. How we may use your personal information**

- 8.1 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 [www.SocialCues.co.uk/Legal](http://www.SocialCues.co.uk/Legal) and it is important that you read that information.
- 8.2 We may collect usage data, error reports, and feedback for the purpose of improving the Software. Where possible, such data will be aggregated or anonymised, except where it is necessary to associate it with your user account for support purposes

## **9. Other important terms**

- 9.1 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 the contract.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing or under condition 2(a)
- 9.3 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.
- 9.4 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.
- 9.5 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.

**9.6 Which laws apply to this contract and where you may bring legal proceedings.**

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.

**9.7 Alternative dispute resolution.** 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. Participation in alternative dispute resolution is voluntary and does not prevent you from taking your complaint to court. If you are not happy with how we have handled any complaint, you may wish to explore alternative dispute resolution options independently. If you are not satisfied with the outcome of any alternative dispute resolution process you engage in, you can still bring legal proceedings