

Binder Cloud Limited
End User Licence Agreement for IFAs

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, the data provided to you via it, 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 internal business purposes only, in the course of your work for the business which purchases access to the Software for you (**Your Employer**).
- 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 **Your Use of our Software**

- 3.1 You are responsible for ensuring that the documents and information provided between you and your clients via the Software are provided and used in the way you or Your Employer agree with your respective clients.
- 3.2 You are responsible for ensuring compliance with Your Employer's privacy notice in respect of the access and use of personal data provided via the Software.
- 3.3 We are under no obligation to oversee, monitor or moderate your and your clients' use of the Software, and we expressly exclude our liability for any loss or damage arising from the use of the Software by you or your client in contravention of this Licence.

4 **Intellectual Property Rights**

- 4.1 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.
- 4.2 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.

5 Limitation of Liability

- 5.1 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
- 5.2 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 Employer.
- 5.3 We only supply the Software for internal use by your business, and you agree not to use the Software for any re-sale purposes.
- 5.4 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 5.4.1 loss of profits, sales, business, or revenue;
 - 5.4.2 business interruption;
 - 5.4.3 loss of anticipated savings;
 - 5.4.4 loss or corruption of data or information;
 - 5.4.5 loss of business opportunity, goodwill or reputation,
- where any of the losses set out in clauses 5.4.1 to 5.4.5 are direct or indirect; or
- 5.4.6 any special, indirect or consequential loss, damage, charges or expenses.
- 5.5 Nothing in this Licence shall limit or exclude our liability for:
- 5.5.1 death or personal injury resulting from our negligence;
 - 5.5.2 fraud or fraudulent misrepresentation;
 - 5.5.3 any other liability that cannot be excluded or limited by English law.
- 5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6 Termination

- 6.1 We may terminate this Licence immediately if Your Employer 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 Employer.

- 6.2 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.

7 Communications Between Us

- 7.1 We may update the terms of this Licence at any time on notice to you in accordance with this clause 7. Your continued use of the Software following the deemed receipt and service of the notice under this clause 7 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.

- 7.2 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

- 7.3 Note that any notice:

7.3.1 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

7.3.2 given by you to us will be deemed received and properly served 24 hours after an email is sent.

- 7.4 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.

8 How We May Use Your Personal Information

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.

9 Other Important Terms

- 9.1 We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under this Licence.

- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

- 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 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.