



# **END USER LICENCE AGREEMENT**

Last updated 19th July 2023  
Version 1.4



## PLEASE READ THESE LICENCE TERMS CAREFULLY

### 1. About this agreement

We, Tristel Solutions Limited ("**Licensor**"), a company registered in England (Registered Number 03518312) whose registered office address is Unit 1b Lynx Business Park, Fordham Road Snailwell, Newmarket, Cambridgeshire, CB8 7NY license you to use:

- (a) the 3T mobile application software ("**App**"), the 3T web portal ("**Web Portal**"), the data supplied with the software, and any updates or supplements to it (combined known as "**The Platform**"); and
- (b) the related online documentation ("**Documentation**"); and
- (c) the service you connect to via the App, on a mobile device ("**Handset**") and the content we provide to you through it ("**Service**").

as permitted in these terms.

### 2. Your privacy

- 2.1 We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy: <http://www.tristel.com/privacy-policy>.
- 2.2 Please be aware that internet transmissions are never completely private or secure and 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.

### 3. Third party terms

- 3.1 If you download this App through a third-party applications provider, there may be additional terms from that third party that will apply to you.

### 4. Support

The Licensor If you want to learn more about the App or the Service or have any problems using them or wish to contact us for any other reason, please visit **support.3t.app** or email [support@3t.app](mailto:support@3t.app)

If we need to contact you we will do so by email, phone, or by pre-paid post, using the contact details you have provided to us.

### 5. Using the App on Mobile Handsets

The App has been designed to be used in conjunction with Tristel products and can only be used by you if you have an account set up with us and a chosen admin user has authorised the mobile handset to verify your right to use the App.



This App can only be used at the physical site where you or your employer use Tristel products and you agree that in using the App that you will not remove the mobile device on which this App is installed from that site without our consent or the consent of your employer.

In return for your agreeing to comply with these terms you may:

- (a) download a copy of the App and view, use and display the App and the Service on such devices for the sole purpose of using the App and the Service in order to use the Tristel products;
- (b) use any Documentation to support your permitted use of the App and the Service;
- (c) receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

## **6. Age Limits**

You must be 18 or over to accept these terms and use the App.

## **7. App Transfers**

We are giving you personally the right to use the App and the Service as set out above. You may not transfer the App or the Service to someone else (irrespective of whether you charge the third party or not). If you sell any device on which a fully connected App is installed, you must remove or fully reset the App prior to the sale.

## **8. Changes to these terms**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

Where possible, we will give you reasonable notice of any change by notifying you of a change when you next use the App.

If you do not accept the notified changes, you will not be permitted to continue to use the App and the Service.

## **9. Mobile App Updates**

From time to time, we may automatically update the mobile app and change the Service to improve performance, enhance functionality, reflect changes to the operating system 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 and the Services.

## **10. Mobile Handset Usage**

If you download or stream 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 these terms, whether you own the phone or other device.



## 11. Technical & Usage Data

By using the App or any of the Services, you agree to us collecting and using;

- (a) technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you
- (b) usage data about your organisation's product, device, departmental and user

## 12. Licence restrictions

You agree that you will:

- (a) not rent, lease, sub-license, loan, provide, or otherwise make available, the App, Web Portal or the Services in any form, in whole or in part to any person without prior written consent from us;
- (b) not copy the App, Web Portal, Documentation or Services, except as part of the normal use of them or where it is necessary for the purpose of back-up or operational security;
- (c) not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Web Portal, Documentation or Services nor permit the App, Web Portal or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- (d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services 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 App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - (i) 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
  - (ii) is not used to create any software that is substantially similar in its expression to the App;
  - (iii) is kept secure; and
  - (iv) is used only for the Permitted Objective;
- (e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

## 13. Acceptable use restrictions

You must:



- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any 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 any Service[, including by the submission of any material] (to the extent that such use is not licensed by these terms);
- (c) only use this App as an accessory to the use of Tristel products and shall not use the App for any other purpose
- (d) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (e) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (f) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

#### **14. Intellectual property rights**

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

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

**We are responsible to you for reasonably foreseeable loss and damage caused by us.**

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 these terms or our failing to use reasonable care and. 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 would be reasonably likely to happen.

**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.

**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.

**Limitations to the App and the Services.** The App and the Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of



information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Check that the App and the Services are suitable for you.** Please check that the facilities and functions of the App and the Services (as described on the App Store site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

## **16. Rights to Use The Platform**

If your employer removes your accreditation to log-in to the App, or our relationship with your employer is suspended or ends, then your log-in credentials will cease to be valid and you will no longer be able to access your account.

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- (a) you must stop all activities authorised by these terms, including your use of the App and any Services;
- (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) we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

## **17. Agreement Transfer**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in advance in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## **18. Transferring your rights**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

## **19. No rights for third parties**

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.



**20. If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**21. Even if we delay in enforcing this contract, we can still enforce it later**

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.

**22. 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.