

Licence Agreement

For use with standalone or integrated software, app(s) and plug-in(s) developed by TechStream Group Ltd which operate and rely on Our Platform

We are: Techstream Group Limited a company registered in England and Wales, number 12339475

Our address is Dearne Valley Business Centre, Coronation Road, Wath Upon Dearne, Rotherham, S63 7GE

VAT Registration Number: GB338040618

You are: Anyone who buys a licence from us as part of the Services or Goods we deliver to you.

These are the terms and conditions subject to which we license any of our products to you. We require you to enter into a licence to use applications or software we create for you, usually known as “apps”. As part of the Services we provide to you we require you to buy a licence to use the software and the app we create.

By using the app, you agree to be bound by them.

It is now agreed as follows:

Definitions

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

“App”	means a software application for use on any Device or thing offered for licence by us on Our Platform, and whether or not bought by you.
“Device”	includes any device, workstation, electronic application or electronic receiving device.
“Copy or Publish”	with reference to an App, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other created work.
“Intellectual Property”	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including all

Apps, intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.

“Licence”	means a licence granted by us to you in the terms of this agreement for use of an App.
“Our Platform”	means any created site or service designed for controlled limited electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.
“Restrictions on Use”	means first, the restrictions set out in this agreement and second, all restrictions or limitations arising from choices you made at the time of purchase. These may relate to limitations on use, territory, duration, or any other choice which defines the App. Third, restrictions include those made by you, if any, in private correspondence between us before your purchase.
“Software”	means the software which constitutes the App or which provides any electronic function in or on Our Platform which supports the use of the App.

Interpretation

In this agreement unless the context otherwise requires:

- 1.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 1.2. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 1.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 1.4. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 1.5. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

Grant of Licence

- 1.6. Subject to payment of the licence fee from time to time, as set out in our **Quotation for Works**, and to the other terms of this agreement, we grant to you a Licence to use the App throughout the World, which can be determined by either party at any time in accordance with the provisions of this agreement.
- 1.7. We do not offer the Licence in all countries. We may refuse or revoke a Licence and return your payment if you live in a country we do not serve.
- 1.8. The Licence is non-exclusive, non-assignable, non-transferable and otherwise as limited by the terms of this agreement.
- 1.9. No express or implied licence of the App or any other material is granted to you other than the express Licence granted in this agreement.

Further requirements of the Licence

- 1.10. You must not allow any other person to use an App except in the situation or context for which you have bought it.
- 1.11. Every publication or appearance of an App on a Device must be protected as far as the law allows by separate, specific or general provisions against copying or publishing. We allow you to use the definition of "Copy or Publish" used in this agreement.
- 1.12. You must not use an App:
 - 1.12.1 except for the use specified at the time of purchase;
 - 1.12.2 in part or as a whole, to incorporate it in any intellectual property of yours;
- 1.13. If any information you give us is inaccurate, we may terminate your Licence and no refund of money will be due to you.

The price

- 1.14. The price payable for this Licence and our other services is clearly set out in our **Quotation for Works**. It may include a monthly, biannual or annual fee and / or a fee calculated by user numbers.
- 1.15. The price charged may differ from one country to another.
- 1.16. Prices are inclusive of any applicable value added tax or other sales tax.
- 1.17. Prices are exclusive of import duty or any other tax charged or imposed by the country of importation, all of which are payable by you where applicable.

- 1.18. You will pay all sums due to us under this agreement without any set-off, deduction or counterclaim.
- 1.19. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any time for any reason will not entitle you to a refund of monies paid.
- 1.20. The price is payable by at the start or for the duration of this agreement as set out in our **Quotation for Works**. The agreement is terminated by one months' notice by either party, or if you fail to make payments in accordance with this agreement, when it will terminate immediately.

Restrictions on Use of App

You agree that you will not:

- 1.21. use the App for any purpose or in any way except as agreed in writing with us and/or as provided in this agreement,
- 1.22. separate the component parts of the Software for use on more than one Device.
- 1.23. reverse engineer, decompile, or disassemble the Software.
- 1.24. sub-license, lease, or lend the Software or the App.
- 1.25. Copy or Publish an App except as specifically allowed in this agreement.
- 1.26. represent or give the impression that you are the owner or originator of any App.
- 1.27. remove any identification or reference number or other information which may be embedded in any file of an App.
- 1.28. allow any other person to use an App except in the situation or context for which you have bought it.

Disclaimers and limitation of liability

- 1.29. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 1.30. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 1.31. We make no representation or warranty that the App will be:
 - 1.31.1 useful to you;

- 1.31.2 of satisfactory quality;
 - 1.31.3 fit for a particular purpose;
 - 1.31.4 data-secure;
 - 1.31.5 available or accessible, without interruption, or without error.
- 1.32. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us under this License agreement in the immediately preceding 12 month period.
- 1.33. We shall not be liable to you for any loss or expense which is:
- 1.33.1 indirect or consequential loss; or
 - 1.33.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
 - 1.33.3 a result of the failure or omission of any third party for which we have no direct responsibility or control.
- 1.34. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 as well as to us.
- 1.35. If you become aware of issues or complaints about functionality or operation arising from the use of the Apps or Our Platform you should in the first instance alert us by email to support@techstream.agency
- 1.36. Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 1.37. your failure to comply with the law of any country;
- 1.38. your breach of this agreement;
- 1.39. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 1.40. a contractual claim or breach of the intellectual property rights of any person arising from your use of the Apps.

Copyright and other Intellectual Property

- 1.41. All Intellectual Property rights in pre-existing name, logos, scripts, objects, routines, sub routines, programme utilities, file structures, coding and other materials provided by and/or used by us in the App or on Our Platform will remain our property.
- 1.42. Any and all Intellectual Property rights arising from the creation by us (including design, graphics and content software) and all Intellectual Property rights in and to the source code in any App or in Our Platform shall belong to us.
- 1.43. You agree that at all times you will:
 - 1.43.1 not cause or permit anything which may damage or endanger our title to any App or other Intellectual Property or the title of any other person whose work has been made available to us as an App;
 - 1.43.2 notify us of any suspected infringement of the Intellectual Property.
- 1.44. If you use an App in a way not allowed by this agreement we may take legal action anywhere in the World. If loss to us or any other person results from your wrongful action, you will be liable to pay.
- 1.45. If we terminate the Licence on account of your breach, you agree that you will:
 - 1.45.1 immediately stop using the App;
 - 1.45.2 destroy all copies of the App in your possession or control;
 - 1.45.3 destroy any derivatives created from the App.
- 1.46. If we reasonably believe that you are using an App beyond the scope of this Licence, you agree to provide written confirmation of your compliance, in a form to be drawn by us.

Miscellaneous matters

- 1.47. Our privacy policy is strong and precise. It complies fully with the Data Protection legislation and GDPR which is at <https://www.techstream.agency/privacy-policy/>
- 1.48. You undertake to provide to us your current land address, e-mail address and telephone as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 1.49. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 1.50. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced

form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 1.51. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 1.52. Any obligation in this agreement intended to continue to have effect after termination shall so continue.
- 1.53. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 1.54. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 1.55. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within four working days of posting to an address in the European Union and eight working days to any other address;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 1.56. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 1.57. This agreement does not give any right to any third party under the UK Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 1.58. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 1.59. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.