

# END USER LICENSE AGREEMENT

Please read carefully before using the Software from this website.

This end-user licence agreement (EULA) is a legal agreement between you (you or your) and CFH DOCMAIL LIMITED of St Peters Park, Wells Road, Radstock, Bath, BA3 3UP (we, us or our) for:

- the Docmail® software, the data supplied with the software and all associated media (Software); and
- electronic user manual (Manual).

We licence use of the Software and Manual to you on the basis of this EULA. We do not sell the Software or Manual to you. We remain the owners of the Software and Manual at all times.

## Important notice

- You must check that the Software is compatible with your internet enabled computer device and operating system (Device). We do not warrant that the Software will work on every operating system, nor be compatible with any future updates.
- By using the Software or clicking on the "Accept" button below you agree to the terms of this licence, which will bind you. The terms of the licence include, in particular, the privacy policy defined in condition 1.5 and limitations on liability in condition 9.
- If you do not agree to the terms of this licence, we will not license the Software and Manual to you, you must no longer use the Software and must delete any previously down-loaded version of the Software and Manual.
- The service starts when you begin using the Software and Manual.

You should print a copy of this EULA for future reference. A copy of this EULA can be downloaded from <http://www.cfhdocmail.com/tob.html>

# Agreed terms

## 1. Acknowledgments

- 1.1 The terms of this EULA apply to the Software or any of the services accessible through the Software (Services), including any updates or supplements to the Software or any Service, unless they come with separate terms, in which case those terms shall apply.
- 1.2 We may change these terms at any time by sending you an SMS or email with details of the change or notifying you of a change when you next start the Software or login to your Account (as defined in condition 6.1 below). The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time to time updates to the Software may be issued. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the Software and accepted any new terms. Updates may not necessarily include all existing features of the Software.
- 1.4 You will own the Device or be assumed to have obtained permission from the owners to download or stream or access a copy of the Software onto or through the Device. You and they may be charged by your and their service providers for internet access on the Device. You accept responsibility in accordance with the terms of this EULA for the use of the Software or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 The terms of our privacy policy from time to time, available at <http://www.cfhdocmail.com/tob.html> (Privacy Policy) are incorporated into this EULA by reference and apply to the Services. Additionally, by using the Software or any Service, you acknowledge and agree that internet transmissions are never completely private or secure, however, we will use current best practice encryption methods in providing the Software.
- 1.6 By using the Software or any of the Services, you consent to us collecting and using technical information about the Device and related software, hardware and peripherals for Services that are internet-based or wireless, to improve our products and to provide any Services to you.
- 1.7 The Software or any Service may contain links to other independent third-party websites and services (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third- party Sites, including the purchase and use of any products or services accessible through them.
- 1.8 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## 2. Grant and scope of licence

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the Software on the Device, subject to these terms. We reserve all other rights.
- 2.2 You may use:
  - 2.2.1 download or stream one copy of the Software onto one Device and access, view, use and display the Software on the Device or through our website for your personal purposes only; and
  - 2.2.2 the Manual for the purpose of using, downloading or streaming the Software only.

## 3. Licence restrictions

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

- 3.1 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Manual;
- 3.2 not to make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- 3.3 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
  - 3.3.1 is used only for the purpose of achieving inter-operability of the Software with another software program;
  - 3.3.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - 3.3.3 is not used to create any software that is substantially similar to the Software;
- 3.4 not to make copies of the Software;
- 3.5 not to provide or otherwise make available object or source code in the Software, in any form to any person without prior written consent from us; and

## 4. Acceptable use restrictions

This Software is for your personal use only. You must not:

- 4.1 use the Software or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software, any Service or any operating system;
- 4.2 infringe our intellectual property rights or those of any third-party in relation to your use of the Software or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- 4.3 transmit any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory on the grounds of age, race, gender reassignment, religion or belief, sex, sexual orientation, marriage or civil partnership, pregnancy or maternity, or disability or is otherwise illegal or causes damage or injury to any person or property in relation to your use of the Software or any Service;
- 4.4 use the Software or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 4.5 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.

## 5. Your information

- 5.1 In using the Software your information may be cached and stored in encrypted form on your Device. We will use your connection data to authenticate your user credentials and we may store such credentials on our systems for Service configuration and Service provision purposes. This information will not be accessed by us or any other party for any other purpose.

## 6. Your account

- 6.1 As a registered user of the Software, you will be required to create an account (Account).
- 6.2 You must not reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account, and for all activities that occur on or through your Account, and you agree to notify us immediately of any security breach relating to your Account. We shall not be responsible for any losses arising out of the unauthorised use of your Account.

- 6.3 You agree to provide accurate and complete information when you register with, and as you use, the Software, (Registration Data), and you agree to update your Registration Data to keep it accurate and complete. You agree that we may store and use the Registration Data you provide for use in maintaining your Account.
- 6.4 We reserve the right to suspend the provision of the Software and Services, at our sole discretion, if (acting reasonably) we believe the content of any material you upload onto the Software infringes condition 4.4.

## 7. Intellectual property rights

- 7.1 You acknowledge that all intellectual property rights in the Software and the Manual anywhere in the world belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software and the Manual other than the right to use each of them in accordance with the terms of this EULA.
- 7.2 You acknowledge that you have no right to have access to the Software in source-code form.

## 8. Support

- 8.1 We will use our reasonable endeavours to make the Software available to you, 24 hours a day, seven days a week, except for planned maintenance periods which shall be at our discretion. We aim to provide you with at least 48 hours' notice of all planned updates and as much notice as is reasonably possible for urgent, un-planned maintenance.
- 8.2 You agree to report any faults and/or security issues to [docmailsupport@cfh.com](mailto:docmailsupport@cfh.com)
- 8.3 Support will be provided by email and web form in the first instance. If it becomes apparent that a telephone call is necessary to deal with your issue, arrangements for such a call will be made by email. Support is available from 9am to 5pm on each business day.

## 9. Limitation of liability

- 9.1 To the fullest extent permitted by applicable law, the Software is provided to you "as is" and "as available". Your use (or inability to use) the Software is at your sole risk. We do not warrant that the operation of the Software will be uninterrupted or error free. You agree that we may change, suspend, remove, or disable access to the Software at any time (whether temporarily or permanently) without notice. To the extent permitted by law we disclaim and exclude all warranties, representations, conditions and other terms, express or implied and whether arising by statute, common law or otherwise. This condition does not affect your legal rights as a consumer.

- 9.2 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 Manual, meet your requirements. We do not warrant that the Software will be compatible with any third-party software, applications or services.
- 9.3 We accept no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4 Save in respect of condition 9.6, we accept no liability for any loss or damage (howsoever caused) that you suffer whether in contract, tort (including negligence) or otherwise, that is a result of our breach of this EULA.
- 9.5 Where Software is found to be faulty, or otherwise inoperative (however caused), we may, in our absolute discretion, grant you permission to download another copy of the Software free of charge.
- 9.6 Nothing in this EULA shall limit or exclude our liability for:
- 9.6.1 death or personal injury resulting from our negligence;
  - 9.6.2 fraud or fraudulent misrepresentation; and
  - 9.6.3 any other liability that cannot be excluded or limited by English law

## 10. Termination

- 10.1 We may terminate this EULA immediately by written notice to you:
- 10.1.1 if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - 10.1.2 if you breach any of the Licence Restrictions in condition 3 or the Acceptable Use Restrictions in condition 4; or
  - 10.1.3 if we cease to provide the Software or any Service (in which case we will notify you).
- 10.2 On termination for any reason:
- 10.2.1 all rights granted to you under this EULA shall cease;
  - 10.2.2 you must immediately cease all activities authorised by this EULA, including your use of any Services;

- 10.2.3 you must immediately delete or remove the Software from your Device, and immediately destroy all copies of the Manual then in your possession, custody or control and where requested certify to us that you have done so.

## 11. Communication between us

- 11.1 Please note that after initial registration we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Account details (including password) in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Account details to them in any circumstances. You should report any such requests to us immediately.
- 11.2 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to CFH Docmail Limited at St Peter's Park, Wells Road, Radstock, Bath, BA3 3UP and docmailsupport@cfh.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 11.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by prepaid post to the address you provide to us at registration

## 12. Events outside our control

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including, but not limited to, any interruption to or failure of public or private telecommunications networks and power supplies, collapse of our buildings, fire, explosion or accident, acts of terrorism, acts of God, flood, drought, earthquake or other natural disaster or the lack of capacity or failure of your Device (Event Outside Our Control).
- 12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- 12.2.1 our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 12.2.2 we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

## 13. Other important terms

- 13.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 13.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 13.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 13.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.



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