



EULA

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICES.

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 5 (WARRANTY) AND 6 (LIMITATION OF LIABILITY).

This End User Licence Agreement (**Agreement**) is a legally binding agreement between you and T-Stats Solutions Ltd, incorporated and registered in England and Wales with company number 07300843 whose registered office is 76 St Johns Road, Tunbridge Wells, TN4 9PH (**us or we**) for:

- the software known as T-Stats (or T-Stats Solutions) which includes, without limitation, the services available at our website, any subscription services, reports, emails, plug-ins, applications, buttons, widgets and associated services (**Services**), and
- online content, including but not limited to any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services, including but not limited to information provided by you (**Content**).

We license use of the Services and Content to you on the terms of this Agreement and subject to any rules or policies applied by us and/or any third party provider or operator. We do not sell the Services or Content to you. We remain the owners of the Services and Content at all times.

Important notice:

- By clicking “Accept” and/or using the Services, you agree to be bound by the terms of this Agreement.
- The terms of this Agreement include our privacy policy <https://swvehub.co.uk/privacy-policy> (**Privacy Policy**) and cookie policy <https://swvehub.co.uk/cookie-policy> (**Cookie Policy**), as updated from time to time.
- If you do not agree to the terms of this Agreement, you may not use or access the Services. This may be done by clicking a “Cancel” button, where it is provided. You may stop streaming, accessing or using the Services at any time.
- The Services may only be accessible by making payment to us. Details of costs and how to make payment will be displayed to you within the Services or communicated to you by another means. When required, access to the Services is wholly dependent on making payment.
- You should keep a copy of this Agreement for future reference.
- Any words following the terms **including, include, in particular or for example** or any similar phrase within this Agreement shall be construed as illustrative and shall not limit the generality of the related general words.

1. CONTACT US

- 1.1. If you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice in writing, you can send this to use by e-mail to contact@t-stats.co.uk. we will confirm receipt of this by contacting you in writing, normally by e-mail.
- 1.2. If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your request for the Services.



2. THE SERVICES

- 2.1. The terms of this Agreement apply to the Services and any additional services accessible to you through the Services, including any updates or supplements to the Services, unless we provide you with separate terms, in which case those terms apply.
- 2.2. We may update this Agreement from time to time by providing a notice to you via the Services. You must accept those updated terms in order to continue receiving access to the Services.
- 2.3. Updates to the Services may be issued from time to time, and you may not be able to use the Services until you have updated software or hardware as required and accepted any new terms.
- 2.4. Access to the Services may require a device with access to the internet running an up to date version of Chrome, Internet Explorer, Safari, Firefox, Opera or similar.
- 2.5. You will be responsible for all costs incurred in relation to using the Services. We are not responsible for any costs incurred in use of the Services or Content and no refunds will be provided.
- 2.6. Under data protection laws, we are required to provide you with certain information about who we are, how we process your personal data, for what purposes, your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy and Cookie Policy, and it is important that you read that information.
- 2.7. You warrant that you have all the necessary permissions and/or consents required to input data when you use the Services.
- 2.8. In addition to the terms of the Privacy Policy and Cookie Policy, by using the Services, you acknowledge and agree that, while reasonable efforts will be made to keep your data safe, internet transmissions are never completely private or secure. You understand that any information you send using the Services (including encrypted information) may be read or intercepted by others.
- 2.9. You will be assumed to have obtained permission from the owners of the devices that are controlled and/or owned by you (**Devices**) to access the Services on the Devices.
- 2.10. By using the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals to improve our products and to provide the Services to you as more particularly detailed in our Cookie Policy.
- 2.11. The Services may contain links to other independent third-party websites (**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.
- 2.12. In addition to the provisions of our Privacy Policy, you acknowledge and agree that we may pass your data to third parties to assist in the provision of the Services, use your data for our own business and research purposes (in anonymised form) and that we may relay anonymised data to third parties for any purpose.

3. THE LICENCE



- 3.1. We grant you a revocable, non-exclusive, royalty-free, non-transferrable, non-sublicensable, terminable licence to use the Services and Content in accordance with this Agreement for your use only, on the following conditions:
 - 3.1.1. you have made payment to us to access the Services where necessary;
 - 3.1.2. you have registered for the Services, and we have approved your use of the same; and
 - 3.1.3. you comply with the terms of this Agreement.
- 3.2. Your use of the Services and Content is subject to the restrictions and terms of this Agreement, including but not limited to the licence restrictions at clause 3.3 and 3.4.
- 3.3. Except as expressly set out in this Agreement or as permitted by any local law, you must not:
 - 3.3.1. copy the Services or Content except where such copying is incidental to normal use of the Services, or where it is necessary for the purpose of back-up or operational security;
 - 3.3.2. download, transcribe, record or otherwise make a tangible or intangible copy of all or part of the Services or Content provided to you except where this is incidental to use of the Services;
 - 3.3.3. rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Services or Content;
 - 3.3.4. make alterations to, or modifications of, the whole or any part of the Services or Content, or permit the Services or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.3.5. input the Services or Content into any artificial intelligence or large language model for any purpose without our express written consent;
 - 3.3.6. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or attempt to do any such thing except to the extent that (by virtue 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 Service with another software program, and provided that the information obtained by you during such activities:
 - a) is used only for the purpose of achieving inter-operability of the Services with another software program;
 - b) is not unnecessarily disclosed or communicated without our prior written consent to any third party;
 - c) is not used to create any software that is substantially similar to the Services;
 - 3.3.7. provide or otherwise make available the Services in whole or in part (including object and source code), in any form to any person without prior written consent from us;
 - 3.3.8. use the credentials of any other person or entity to access the Services;
 - 3.3.9. use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Services or any operating system;



- 3.3.10. infringe our intellectual property rights or those of any third party in relation to your use of the Services or any Services, including the submission of any material (to the extent that such use is not licensed by this Agreement);
- 3.3.11. use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- 3.3.12. collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.
- 3.4. Except as expressly set out in this Agreement or as permitted by law, you must:
 - 3.4.1. include our copyright notice on all entire and partial copies you make of the Services on any medium;
 - 3.4.2. if issued with details, such as user account details and passwords, keep this information confidential;
 - 3.4.3. comply with all technology control or export laws and regulations that apply to the technology used or supported by the Services (**Technology**);
 - 3.4.4. provide us with an irrevocable, perpetual, worldwide and royalty-free licence to display Content on the systems of third parties; and
 - 3.4.5. ensure that, where Content or the Services are used on third party systems, you have the appropriate permissions from the third party for such use.
- 3.5. You warrant that all information provided to use during your use of the Services is true and accurate in all respects and that you will keep all provided information.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. You acknowledge that all intellectual property rights in the Services, Content (subject to clause 4.2) and Technology anywhere in the world belongs to us or our licensors, that rights in the Services are licensed (not sold) to you, and that you have no rights in, or to, the Services, Content or Technology other than the right to use each of them in accordance with this Agreement.
- 4.2. You hereby grant us an irrevocable, royalty-free, sublicensable, worldwide licence to use any information you provide to us or upload to the Services for any purpose we see fit.
- 4.3. You acknowledge that you have no right to have access to the Services in source-code form.
- 4.4. You agree to indemnify us in full against all losses (whether direct or indirect) in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights in connection with your use of the Services, Content, and/or Technology. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by us.

5. WARRANTY

- 5.1. You warrant that you are capable and entitled to enter into this Agreement and that this Agreement is separate to any other agreement you have entered into with us.
- 5.2. We do not warrant that:



- 5.2.1. the Services or Content is without fault or as described to any extent other than any statutory legal rights you may have. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office;
- 5.2.2. your use of the Services or Content will meet your need or expectation and as such the Services and Content is provided for information purposes only. No benefit to any individual or company is guaranteed by use of the Services or Content; and
- 5.2.3. access to the Services will be uninterrupted. Nor do we warrant that the Services, including, without limitation, information uploaded to the Services, will be available at any given time (e.g. without limitation, during consultancy with a medical professional). You therefore acknowledge and agree that it is your responsibility to back up any information you may upload via the Services and you hereby warrant that you will do so. You hereby indemnify us against any and all loss, claims, damages and/or other events arising from your breach of this warranty.

6. LIMITATION OF LIABILITY

- 6.1. You acknowledge that it is your responsibility to ensure that all data you upload via the Services is accurate, complete and lawful.
- 6.2. Subject to the terms of this Agreement, we accept no liability for any and all loss, claims, damages and/or other events as a result of incomplete and/or inaccurate information being uploaded to the Services and/or you relying on the Services.
- 6.3. You acknowledge that the Services have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Services as described in the Content meet your requirements.
- 6.4. You agree not to use the Services and Content for any resale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 6.5. Nothing in this Agreement shall limit or exclude our liability for:
 - 6.5.1. death or personal injury resulting from our negligence;
 - 6.5.2. fraud or fraudulent misrepresentation; and
 - 6.5.3. any other liability that cannot be excluded or limited by English law.

7. TERMINATION

- 7.1. We may terminate this Agreement by written notice to you:
 - 7.1.1. if you commit a material or persistent breach of this Agreement when you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - 7.1.2. you fail to make any payment due to us; or
 - 7.1.3. if we terminate, novate or assign any licence or agreement relating to the Services or Technology.
- 7.2. On termination for any reason:
 - 7.2.1. all rights granted to you under this Agreement shall cease;



- 7.2.2. you must immediately cease all activities authorised by this Agreement, including your use of any Services;
- 7.2.3. you must immediately delete or remove the Services from all Devices, and immediately destroy all copies of the Services and Content then in your possession, custody or control and certify to us that you have done so;
- 7.2.4. we may remotely access the Devices and remove the Services from all of them and cease providing you with access to the Services; and
- 7.2.5. any information uploaded via the Services will be deleted.

8. EVENTS OUTSIDE OUR CONTROL

- 8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 8.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement, our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

9. INFORMATION PROVIDED BY YOU

- 9.1. We are not responsible for the veracity of any information provided by you as an end user and you must ensure that any information you input into the Services or provide by way of Content is true, accurate and complete and has been obtained in accordance with the laws and regulations in force at the point and time of collection.
- 9.2. We may use any information provided by you for marketing and statistical purposes.

10. TRANSFERRING THIS AGREEMENT TO SOMEONE ELSE

- 10.1. We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.
- 10.2. You may not transfer your rights or your obligations under this Agreement.

11. 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.

12. SEVERANCE

- 12.1. If a court finds part of this Agreement illegal, the rest will continue in force.
- 12.2. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

13. NO WAIVER

- 13.1. Even if we delay in enforcing this Agreement, we can still enforce it at a later date.
- 13.2. If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this



Agreement, 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.

14. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

