

END USER LICENCE AGREEMENT (EULA)

Introduction

This HACCP Monitoring App (referred to as the "**App**") is designed to enable you to monitor usage of the food delivery equipment compatible for HACCP monitoring (referred to as the "**Services**"). Your employer or other third party which has authorised you to download the App (referred to as "**Employer**") authorises to access and use the App as a result of an agreement entered into between your Employer and us or our distributor. You should check with your Employer whether any additional terms apply to your access and use of the App and the Services.

Please read this End User Licence Agreement ("**EULA**") carefully and make sure that you understand all the terms. They cover your downloading and use the App, as well as the Services that we provide to you through our App.

By clicking I agree you agree that you accept the terms of this EULA, and agree to be bound by them. You should not agree to the EULA if you do not agree with any of the terms.

We may from time to time need to change this EULA, whether to comply with changes in law, accommodate modifications to the App and/or Services, or otherwise. If we make a change to the EULA we will let you know about the change by email and/or when you next access the App. The EULA were most recently updated on 1st March 2019.

About Us

We are Burlodge Limited, a company registered in England and Wales with number 02196073 and its registered office at 60 Barwell Business Park, Leatherhead Road, Chessington, Surrey KT9 2NY ("**we**", "**us**", "**our**", "**Burlodge**").

Technical and other limitations on your use the App and the Services

We are unable to guarantee the availability of the Services at all times.

The Services are accessed remotely using the internet, data networks and devices which can access the internet (which we refer to as "**Infrastructure**") and operate the App. We make the App available for access using the Infrastructure, but are not responsible for the Infrastructure ourselves. When using the Services, it is your responsibility to ensure you have an internet-enabled device and a sufficient internet connectivity.

Technical or security threats or issues affecting the Infrastructure may require us to suspend the Services in order to ensure they are secure and/or operating optimally.

When you use the App or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices, alerts, prompts, information fields or other information through the App.

We operate anti-virus and malicious software prevention measures on our App, but we cannot guarantee that our services will always be virus-free. You should ensure that the device you use to access Services is protected against viruses and malicious software.

From time to time, we may make available new versions of or updates to the App. You must always adopt the latest version of the App any updates to the App. You acknowledge you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.

Sometimes you will not be able to access and use the Services due to events outside our control. We are not responsible to you if this happens, but if it does then we will let you know as soon as we can and take all steps that we reasonably can to minimise the interruption to the Services.

We are unable to take responsibility for laws outside the UK governing use of the App and if you use the App outside the UK then you should check in your country or region that it is appropriate and lawful for you to do so.

Our brand and trade marks

The Burlodge trade marks, logo, combined trade marks and logo and other trade marks displayed in the App or as part of the Services are trade marks belonging to us or our affiliates. Other graphics, logos, page headers, button icons, scripts, and service names are trademarks of other businesses.

Licence

Your use of the App and the Services is subject to the following licensing terms:

1. We or our licensors own the copyright and other intellectual property rights in the App and the Services (excluding for the avoidance of doubt your content) (referred to as "**Our IPR**").
2. We grant you a licence to use Our IPR to download the App, store the App on your device and use the Services.
3. You are not permitted to:
 - sub-license, rent, lease, loan, or sell your right to access the App to any third party, or use the App for the benefit of any third party; or
 - use the Software in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; or
 - send spam or other unwelcomed communications to others; or
 - upload any content that contains software viruses, worms, or any other harmful code; or
 - reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the App or any related technology, or any part thereof; or
 - "scrape," "crawl" or "spider" the App, whether by manual means or using automated software, devices, scripts robots; or
 - interfere with the operation of, or place an unreasonable load on, the App, or otherwise use the App in any way that causes, or may cause, damage to it.
4. You may share content and other material containing Our IPR with your Employer and individuals authorised by your Employer to receive such material.
5. You may not use any brand, logo or other trademark of ours or of our affiliates.
6. If the App or any Service contain links to other, third-party websites ("**Third-party Sites**"), then you acknowledge that the Third-party Sites are not under our control, and we are not responsible for, and do not endorse the content of, such sites. You will need to make your own independent judgement about your use of any Third-party Sites, including the terms of any privacy policy applicable to them and the purchase and use of any products or services available through them.
7. If any open-source software is included in the App, the terms of an open-source licence may override some of the terms set out in this section.

We may suspend your access to the App and the Services without notice to you if we suspect that they are being used in breach of the terms in this section.

Our liability to you

Because this EULA is a binding legal agreement, we must compensate you for loss you suffer if the App or the Services do not comply with this EULA. However, we do not compensate you for all losses.

We will compensate you:

- for personal injury or death caused by our negligence or that of our employees;
- if the App is found to infringe the intellectual property rights of a third party and as a result you suffer loss or damage, compensate you for such loss or damage; and

To the extent permitted by applicable law, we will not compensate you for any other loss or damage.

Questions regarding the App, the Services or this EULA

If you have a question or complaint regarding the App, the Services or this EULA then you should contact your Employer. If your Employer is unable to deal with your question or complaint then they will contact us directly.

Disputes

If you have a dispute directly with us, then you can contact us at sales@burlodge.co.uk.

If we are unable to resolve the complaint then you can refer the dispute to mediation by the Centre for Effective Dispute Resolution (CEDR).

This EULA is governed by English law.

Other Terms

We may transfer our rights and obligations under this EULA to another organisation, but we will always notify you in writing if this happens, and this will not affect your rights under this EULA.