



LEXACOM[®]

Terms and conditions

1. These terms

1.1 What these terms cover

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Digital content may be licensed to you for you to use on your own equipment or made available via the internet as software-as-a-service.

1.2 Why you should read them

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer?

In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are

We are Aprobrum Limited, a company registered in England and Wales. Our company registration number is 03835983 and our registered office is at East Court, Hardwick Business Park, Banbury OX16 2AF. Our registered VAT number is GB298392934.

2.2 How to contact us

You can contact us by telephoning our customer service team at 01295 236910 or by writing to us at sales@lexacom.co.uk or East Court, Hardwick Business Park, Banbury OX16 2AF.

2.3 How we may contact you

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 “Writing” includes emails

When we use the words “writing” or “written” in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order

Our acceptance of your order will take place when we email or write to you or call you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order

If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock

or no longer available, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. Where a particular product which is goods has been superseded by a newer model of equivalent or higher quality and functionality, we reserve the right to substitute that newer model.

3.3 Your order number

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our products

4.1 Products may vary slightly from their pictures

The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Products may vary slightly from their description

Although we have made every effort to ensure that the descriptions of the products in our brochure and on our websites are accurate, products which are goods supplied to us by third parties may from time to time be superseded by a newer model.

4.3 Product packaging may vary

The packaging of the product may vary from that shown in images on our website or in our catalogue or brochure.

5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 – Your rights to end the contract).

6. Our rights to make changes

6.1 Minor changes to the products

We may change the product:

- a. to reflect changes in relevant laws and regulatory requirements; and
- b. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6.2 Updates to digital content

We may update or require you to update digital content, for example to improve performance, enhance functionality or address security issues, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. Providing the products

7.1 Delivery costs

The costs of delivery will be as set out in our quotation or in the case of goods sold online, displayed to you on our website.

7.2 When we will provide the products

a. If the products are goods:

If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

b. If the products are one-off services:

We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as notified to you during the order process.

c. If the product is a one-off purchase of digital content:

We will make the digital content available for download by you as soon as we accept your order.

d. If the products are ongoing services or a subscription to receive goods or digital content:

We will supply the services, goods or digital content to you from the date notified to you during the order process until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10. Details of how we provide support services and our response times are set out here www.lexacomcloud.com/support/service-agreement/.

7.3 We are not responsible for delays outside our control

If our supply of the products is delayed by an event outside our control, including an event affecting any third party supplier on whom the availability of our products is dependent, 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 the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at the delivery address when the product is delivered

If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of

how to rearrange delivery or collect the products from a local depot.

7.5 If you do not re-arrange delivery

If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 2 will apply.

7.6 If you do not allow us access to provide services

If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 2 will apply.

7.7 When you become responsible for the goods

A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

7.8 When you own goods

You own a product which is goods once we have received payment in full.

7.9 What will happen if you do not give required information to us

We may need certain information from you so that we can supply the products to you, for example, user names, list of nominated PCs, server name and clinical version name. If so, this will have been stated in the description of the products in our brochure or on our website or notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Reasons we may suspend the supply of products to you

We may have to suspend the supply of a product to:

- a. deal with technical problems or make minor technical changes;
- b. update the product to reflect changes in relevant laws and regulatory requirements;
- c. make changes to the product as requested by you (see clause 5) or notified by us to you (see clause 6.).

7.11 Your rights if we suspend the supply of products

We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If the product is ongoing services and we have to suspend the supply of the product for longer than 12 hours in any 13 week period we will adjust the price so that you do not pay for the product while it is suspended. If the product is a subscription to receive digital content and we have to suspend the supply of the product for longer than 12 hours in any 13 week period we will add the corresponding time rounded up to a full day to the duration of your current subscription period at not cost to you. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than seven days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.12 If you are a business customer, we may also suspend supply of the products if you do not pay

If you are a business customer and you do not pay us for the products when you are supposed to (see clause 5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We reserve the right to suspend your access to digital content where you do not pay us for associated ongoing services, including support services, or subscriptions. We will contact you to tell you we are suspending supply of the products. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.6).

8. Your rights to end the contract

8.1 You can always end your contract with us

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract and whether you are a consumer or a business customer:

- a. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11 if you are a consumer and clause 13 if you are a business customer;
- b. If you want to end the contract because of something we have done or have told you we are going to do, see clause 2;
- c. If you are a consumer and have just changed your mind about a product bought online or off-premises, see clause 3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- d. If you are a consumer, but we are not at fault and you are not exercising your right to change your mind, see clause 6.

8.2 Ending the contract because of something we have done or are going to do

If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- a. we have told you about an upcoming change to the product (other than a change referred to in clause 6) or these terms which you do not agree to;
- b. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- c. there is a risk that supply of the products may be significantly delayed because of events outside our control;

- d. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than seven days; or
- e. you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer – products bought online or off-premises only (Consumer Contracts Regulations 2013)

For most products bought online or off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have the right to change their minds

Your right as a consumer to change your mind does not apply in respect of:

- a. digital products after you have started to download or stream these;
- b. services, once these have been completed, even if the cancellation period is still running;
- c. sealed computer software, once these products are unsealed after you receive them; and
- d. any products which become mixed inseparably with other items after their delivery.

8.5 How long do consumers have to change their minds?

If you are a consumer, how long you have depends on what you have ordered and how it is delivered.

- a. Have you bought services?

If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

Have you bought digital content for download or streaming?

If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

b. Have you bought goods?

If so you have 14 days after the day you (or someone you nominate) receives the goods, unless:

- (i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
- (ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6 Ending the contract where you are a consumer but we are not at fault and there is no right to change your mind

Even if we are not at fault and you are not a consumer who has the right to change your mind (see clause 1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you are a consumer and want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know.

Where the products are goods, one-off services or a one-off purchase of digital content, the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

Where the products are ongoing services or a subscription to receive goods or digital content, the contract will not end until 1 calendar month after the day

on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract

To end the contract with us, please let us know by doing one of the following:

- a. Phone or email. Call customer services on 01295 236910 or email us at sales@lexacom.co.uk. Please provide your name, address, details of the order and, where available, your phone number and email address.
- b. Online. Complete the form on our website.
- c. By post. Print off the form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract if you are a consumer

If you are a consumer and you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them or post them back to us at East Court, Hardwick Business Park, Banbury OX16 2AF. Please call customer services on 01295 236910 or email us at sales@lexacom.co.uk for a return label. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return

If you are consumer, we will pay the costs of return:

- a. if the products are faulty or misdescribed; or
- b. if you are ending the contract because we have told you of an upcoming change to the product (other than a change referred to in clause 6) or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 How we will refund you

We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 When we may make deductions from refunds if you are a consumer exercising your right to change your mind

If you are exercising your right to change your mind:

- a. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop.. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- b. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- c. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied,

ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6 When your refund will be made

We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- a. If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- b. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. Our rights to end the contract

10.1 We may end the contract if you break it

We may end the contract for a product at any time by writing to you if:

- a. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, user names, list of nominated PCs, server name and clinical version name;
- c. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- d. you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 You must compensate us if you break the contract

If we end the contract in the situations set out in clause 1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product

We may write to you to let you know that we are going to stop providing the product. We will let you know at least 4 weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

How to tell us about problems

If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01295 236910 or write to us at sales@lexacom.co.uk or East Court, Hardwick Business Park, Banbury OX16 2AF.

12. Your rights in respect of defective products if you are a consumer

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website

www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is digital content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your product is services, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

12.2 Your obligation to return rejected products

If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01295 236910 or email us at sales@lexacom.co.uk for a return label or to arrange collection.

13. Your rights in respect of defective products if you are a business customer

13.1 If you are a business customer:

- a. we shall take all reasonable steps to pass on the benefit of any warranties that we obtain from the manufacturer of any products which are goods;
- b. we warrant that on delivery any products which are goods shall:
 - (i) conform with their description and any relevant specification;
 - (ii) be free from material defects in design, material and workmanship;
 - (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (iv) be fit for any purpose held out by us.

13.2 Subject to clause 3, if:

- a. you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 1(b);
- b. we are given a reasonable opportunity of examining such product; and
- c. if we require you to do so, you return such product to us at our cost, we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in clause 1(b) if:

- a. you make any further use of such product after giving a notice in accordance with clause 2(a);
- b. the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- c. the defect arises as a result of us following any drawing, design or specification supplied by the Customer;

- d. you alter or repair the product without our written consent; or
- e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 1(b).

These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. Price and payment

14.1 Where to find the price for the product

The price of the product (which includes VAT) will be the price set out in our quotation unless we have agreed another price in writing or, for products sold online, indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 4 for what happens if we discover an error in the price of the product you order.

14.2 We reserve the right to increase the price for products which are ongoing services or a subscription to digital content by giving you at least one month's notice

However, if you have paid annually in advance, you will not have to pay any additional charges until your next annual payment is due. If you are a consumer and we notify you to increase the price for the products, you may contact us to end the Contract before the changes take effect.

14.3 We will pass on changes in the rate of VAT

If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.4 What happens if we got the price wrong

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.5 When you must pay and how you must pay

When and how you must pay depends on what product you are buying. For products sold online, this information will be given to you during the order process. For other products, please refer to the quotation for the relevant product.

14.6 We can charge interest if you pay late

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. If you are a business customer, all sums payable by you for the products shall become immediately due and payable.

14.7 What to do if you think an invoice is wrong

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. Our intellectual property rights and license

Important notice: by downloading or installing or instructing us to download or install the digital content (including as part of a free trial) you agree to the terms of the licence in this clause 15, which will bind you and, if you are a business customer, your employees and any other persons authorised by you to use the digital content. If you do not agree to the terms of this licence, we will not license the digital content to you and you must not download or install any digital content.

15.1 We grant authorised users (users) of digital content a limited, non-exclusive, revocable, worldwide, non-transferable license (License) to use the digital content, printed materials and online or electronic documentation (Documents) for digital dictation, speech recognition and workflow integration, subject to these conditions.

You may:

- a. download, install and use the digital content for your personal purposes (if you are a consumer) or your business purposes (if you are a business) only either for single use or, where the License is a multi-user license, for the number of concurrent users agreed between you and us;
- b. provided you comply with the provisions in clause 15.3, make up to two copies of the digital content for back-up purposes only;
- c. receive and use any free supplementary software code or update of the digital content incorporating “patches” and corrections of errors as may be provided by us from time to time; and
- d. use any Documents in support of the use permitted under this clause 15.2 and make up to 2 copies of the Documents as are reasonably necessary for its lawful use.

15.3 Restrictions

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

- e. not to copy the digital content or the Documents except where such copying is incidental to normal use of the digital content, or where it is necessary for the purpose of back-up or operational security;
- f. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the digital content or the Documents;
- g. not to make alterations to, or modifications of, the whole or any part of the digital content, nor permit the digital content or any part of it to be combined with, or become incorporated in, any other programs;
- h. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the digital content nor 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 digital content with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the digital content with another software program; and
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software which is substantially similar to the digital content;
- i. to keep all copies of the digital content secure and to maintain accurate and up-to-date records of the number and locations of all copies of the digital content;
- j. if you are a business customer, to supervise and control use of the digital content and the App and ensure that the digital content is used by your employees and other authorised users in accordance with the terms of this License;
- k. not to provide or otherwise make available the digital content in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than, if you are a business customer, your employees and other authorised users, without prior written consent from us; and
- l. to comply with all applicable technology control or export laws and

regulations.

15.4 Intellectual property rights

- a. You acknowledge that all intellectual property rights in the digital content and the Documents anywhere in the world belong to or have been licensed to us, that rights in the digital content and the Documents are licensed (not sold) to you, and that you have no rights in, or to, the digital content or the Documents other than the right to use them in accordance with the terms of this License.
- b. You acknowledge that you have no right to have access to the digital content in source code form.
- c. Subject to clauses 4(a) and 15.4(b), users retain the ownership of copyright and other intellectual property rights in content created and/or uploaded by them (user content) subject to any third party rights in that user content and the terms of any license under which users use such user content).
- d. You grant to us a limited, non-exclusive, revocable, worldwide, non-transferable license to use the user content (including but not limited to any words or expressions added to the voice recognition dictionary) for the purposes of providing and/or enhancing the functionality of the products.

15.5 Some third party products with which our products integrate are licensed exclusively subject to their own end user license terms.

16. Privacy, cookies, terms of website use and acceptable use policy

The use of digital content provided via the internet is also governed by our privacy and acceptable use policies.

17. Our responsibility for loss or damage suffered by you if you are a consumer

17.1 We are responsible to you for 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 this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12; and for defective products under the Consumer Protection Act 1987

17.3 When we are liable for damage to your property

If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

17.4 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation

However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation any

instructions or to have in place the minimum system requirements advised by us.

17.5 We are not liable for business losses

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18. Our responsibility for loss or damage suffered by you if you are a business

18.1 Nothing in these terms shall limit or exclude our liability for:

- a. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- d. defective products under the Consumer Protection Act 1987; or
- e. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

18.2 Except to the extent expressly stated in clause 1(b) all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

18.3 Subject to clause 1:

- a. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with

contract between us; and

- a. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

19. How we may use your personal information

19.1 How we will use your personal information

We will use the personal information you provide to us:

- a. to supply the products to you;
- b. to process your payment for the products; and
- c. if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

19.2 We may pass your personal information to credit reference agencies

Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

19.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

20. Other important terms

20.1 We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

20.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee)

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

20.3 Nobody else has any rights under this contract

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

20.4 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.

20.5 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

20.6 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 are a consumer and are not resident in England then English law shall apply only to the extent that it does not override any mandatory laws of the country in which you have your usual place of residence and nothing in this clause shall limit your right to bring legal proceedings against us or to require proceedings to take place in the country in which you have your usual place of residence. If you are not a consumer, you and we both submit to the exclusive jurisdiction of the courts of England and Wales.