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- 1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use Elecovercity and the Documentation in the UK on the terms of this Licence.
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- 1.3 We may update or require you to update Elecovercity, provided that Elecovercity shall always match the description of it that we provided to you before you bought it.

2. RESTRICTIONS

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

- (a) not to copy Elecovercity or Documentation, except where such copying is incidental to normal use of Elecovercity or where it is necessary for the purpose of operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of Elecovercity or Documentation nor permit Elecovercity or any part of it to be combined with, or become incorporated in, any other programs;
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- (i) is used only for the Permitted Objective;
- (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- (iii) is not used to create any software that is substantially similar in its expression to Elecoversity;
- (d) to include our copyright notice on all entire and partial copies of Elecoversity in any form;
- (e) not to provide, or otherwise make available, Elecoversity in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;
- (f) to comply with all applicable technology control or export laws and regulations.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in Elecoversity and the Documentation throughout the world belong to us, that rights in Elecoversity are licensed (not sold) to you, and that you have no intellectual property rights in, or to, Elecoversity or the Documentation other than the right to use Elecoversity and the Documentation in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to Elecoversity in source code form other than as expressly provided in this Licence.

4. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 4.1 **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 Licence 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 this Licence was made, both we and you knew it might happen.
- 4.2 **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 or for fraud or fraudulent misrepresentation.
- 4.3 **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 or for fraud or fraudulent misrepresentation.
- 4.4 **Elecoversity is provided for general information purposes only.** It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the platform or app. Although we make reasonable efforts to update the information provided on the app and platform, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

5. TERMINATION

- 5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 5.2 Upon termination for any reason:
 - (a) all rights granted to you under this Licence shall cease; and
 - (b) you must cease all activities authorised by this Licence.

6. COMMUNICATIONS BETWEEN US

- 6.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to elecoversity.helpdesk@eleco.com We will confirm receipt of this by contacting you in writing, normally by email.

- 6.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

7. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 7.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://eleco.com/documentation/policies-and-procedures/privacy-policy/> and it is important that you read that information.

8. THIRD PARTY SOFTWARE

- 8.1 Please note that if you use the mobile phone app, this is brought to you by Talent LMS and their terms and conditions shall apply to the use of the app. Please read their terms carefully when accessing the app to check that you are happy to use it. They will also process your data in accordance with their privacy policy, which you can find here <https://www.talentlms.com/privacy>

9. OTHER IMPORTANT TERMS

- 9.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.3 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.
- 9.4 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- 9.5 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.
- 9.6 **Which laws apply to this contract, and where you may bring legal proceedings.** These terms are governed by English law and the courts of England and Wales will have exclusive jurisdiction to hear any disputes in respect of this licence.