

RiskWise End User License Agreement (July 2018)

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

Who we are and what this agreement does

We S₂ Partnership Ltd of 23 Station Road, Sheringham, Norfolk NR26 8RF give you the right to use RiskWise and/ or the RiskWise mobile application software and/ or any related documentation (including, for example, user guides, help leaflets or documentation or information available online) (RiskWise, the RiskWise App, and any related documentation are together known as **RiskWise**), provided that you are a valid user of RiskWise under a separate software licence agreement entered into between us and the organisation that you are an employee, agent or contractor in respect of ("**Software Licence Agreement**").

You shall ensure that you use RiskWise in compliance with the terms of this end user licence agreement ("**EULA**") and the terms of any relevant Software Licence Agreement.

You shall only use RiskWise if you are an Authorised User, as defined under a relevant Software Licence Agreement.

Your privacy

Your personal data will be processed in accordance with our privacy policy found at <https://support.s2riskwise.com/hc/en-gb/articles/360002526411>. Please also see our Privacy Policy for information about the cookies we use to distinguish you from other users of RiskWise.

The Appstore's terms also apply

You can download the RiskWise App via the Apple Store or the Google Play Store ("**Appstore**"). The ways in which you can use the RiskWise App and any related documentation may also be controlled by the Appstore's rules and policies which may be available on the Appstore.

Operating system requirements

There may be operating system requirements for RiskWise. Please contact riskwise@s2partnership.co.uk for details.

Support for RiskWise and how to tell us about problems

If you require any help or assistance in relation to RiskWise please contact our helpdesk at riskwise@s2partnership.co.uk or +44 1954 267788.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce (including in relation to any updates to RiskWise). In the event that we make any changes to these terms, we will notify you when you logon to RiskWise for the first time after that change has been made. To continue using RiskWise, you must accept the updated terms.

From time to time we may automatically update RiskWise to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

We may ask you to update the RiskWise App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the RiskWise App.

If someone else owns the phone or device you are using

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

We may collect technical data about your device

By using RiskWise, you agree to us collecting and using technical information about the devices you use RiskWise on and related software, hardware and peripherals to improve our products. Please see the section headed "Your Privacy" above, for more information.

We are not responsible for other websites you link to

RiskWise may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Acceptable use restrictions

You must comply with our acceptable use policy, set out in the schedule to this EULA.

You must:

- not use RiskWise in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into RiskWise or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of RiskWise, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of RiskWise;
- not use RiskWise in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not 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.

Whenever you make use of a feature that allows you to upload content to RiskWise, or to make contact with other users of RiskWise, you must comply with these terms.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to RiskWise will be considered non-proprietary.

We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to RiskWise constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with these terms.

Intellectual property rights

All intellectual property rights in RiskWise throughout the world belong to us (or our licensors) and the rights in RiskWise are licensed (not sold) to you. You have no intellectual property rights in, or to, RiskWise other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. You must not use RiskWise for domestic and private use and only as a business user in accordance with the Software Licence Agreement. To the extent permitted by law, our liability to you and your employer is limited, as set out in the relevant Software Licence Agreement.

Limitations to RiskWise. RiskWise 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 RiskWise. Although we make reasonable efforts to update the information provided by RiskWise, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

You must keep your account details safe

If you choose, or you are provided with, a client identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any client identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at riskwise@s2partnership.co.uk or +44 1954 267788.

Third-Party Services

Where you may be able to access other sites, resources and third-party services (such as, for example, Google Maps and Google Translate) ("**Third-Party Links**") via RiskWise, those Third-Party Links are provided for your information only. Such Third-Party Links should not be interpreted as approval by us of those websites or information you may obtain from them and we cannot guarantee the accuracy of any information that you obtain from them (including, for example translations). We have no control over the contents of those sites or resources.

Storage of Data

Data deleted within a client RiskWise system is only 'soft-deleted' and is still kept within the client RiskWise database. If a client requests for data to be hard deleted, we will do so, except in the event that we are required to keep it by law.

If a client decides to no longer subscribe to RiskWise, we will archive that system, setting it as inactive, however we will only delete the system data upon client request.

As standard, data is held in perpetuity.

We may end your rights to use RiskWise if you break these terms

We may end your rights to use any part of RiskWise at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use any part of RiskWise:

- You must stop all activities authorised by these terms.
- You must delete or remove the RiskWise App from all devices in your possession.
- We may remotely access your devices and remove the RiskWise App from them and cease providing you with access to RiskWise.

We may transfer this agreement to someone else

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.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing. If additional logins are required, please contact our helpdesk at riskwise@s2partnership.co.uk or +44 1954 267788.

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.

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.

Even if we delay in enforcing this contract, we can still enforce it later

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.

Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by English law and are subject to the exclusive jurisdiction of the English courts.

Contact

Questions, comments and requests regarding this EULA are welcomed and should be addressed to S₂ Partnership Ltd, 14-17 Avenue Business Park, Elsworth, Cambs, CB23 4EY, Inforequest@s2partnership.co.uk, or +44 1954 267788.

Schedule

Acceptable Use Policy

1. **This Policy**

This Acceptable Use Policy (the **Policy**) sets out the rules governing the use of RiskWise and any content that you may submit to RiskWise (**Content**).

By using RiskWise, you agree to the rules set out in this Policy.

2. **General restrictions**

You must not use RiskWise in any way that causes, or may cause, damage to RiskWise or impairment of the availability or accessibility of RiskWise, or any of the areas of, or services on, RiskWise.

You must not use RiskWise:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3. **Licence**

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, publish, and distribute your Content on and in relation to RiskWise.

4. **Unlawful and illegal material**

You must not use RiskWise to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).

Content (and its publication on RiskWise) must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- (d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;

- (i) be blasphemous;
- (j) be in breach of official secrets legislation; or
- (k) be in breach of any contractual obligation owed to any person.

You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

5. Harmful software

You must not use RiskWise to promote or distribute any viruses, Trojans, worms, root kits, spyware, or any other harmful software, programs, routines, applications or technologies.

You must not use RiskWise to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

6. Factual accuracy

Content must not be untrue, false, inaccurate or misleading.

Statements of fact contained in the Content must be true; and statements of opinion contained on the Content must be truly held and where possible based upon facts that are true.

7. Negligent advice

Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause:

- (a) illness, injury or death; or
- (b) any other loss or damage.

8. Breaches of this Policy

Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:

- (a) temporarily suspend your access to a part or all of RiskWise; and/or
- (b) permanently prohibit you from using a part or all of RiskWise.

9. Report abuse

If you become aware of any material on RiskWise that contravenes this Policy, you must / please notify us by email.