

# End User License Agreement for Protec Fire and Security App

**Important: Please do not download the mobile application until you have read the terms of this End User License Agreement ("EULA") carefully.**

This EULA applies to the download of the mobile "*Protec Fire and Security App*" (hereinafter referred to as "App") provided by Protec Fire Detection PLC, Protec House, Churchill Way, Nelson Lancashire, BB9 6RT (hereinafter referred to as "we", "us", "Bosch") via the Google Play Store for use by you.

## 1. Area of Application

- 1.1 Bosch provides the App to you solely on the basis of this EULA.
- 1.2 This EULA is concluded between Bosch and you.
- 1.3 By downloading the App via the Google Play Store you confirm that you agree to the following terms.

## 2. Provision of App

- 2.1 In order to use the App, you must download the App from the Google Play Store and install the App on your mobile phone. You must ensure that mobile data communication is possible and you shall bear any costs for the data transfer, which are incurred from the mobile phone provider.
- 2.2 A data connection of the mobile phone is not required to use the functions of the App.
- 2.3 Details about the technical prerequisites, functions and operating guidelines are available at  
[Our Products | Protec Fire and Security Group Ltd](#) and  
[Protec Protec App Download | Protec Fire and Security Group Ltd](#)

## 3. Rights of Use

- 3.1 By entering into this EULA, you are being granted the following rights of use to the App.
- 3.2 By downloading the App, Bosch grants you the non-exclusive, non-transferable, royalty-free, right to use the App on a device that you own or control and on which the App is executable in accordance with the system requirements which you can check prior to accepting this EULA.
- 3.3 The right of use does not encompass the provision of the App via a network for simultaneous use on several user terminals.
- 3.4 The App is for internal business use only and not for personal and/or consumer use.
- 3.5 To the extent permitted by any applicable law, you undertake:
  - (a) not to distribute the App or to otherwise transfer it to third parties (including a distribution by rental, lease, loan or sub-licensing);

- (b) not to change, reverse engineer, decompile or disassemble the whole or any part of the App including but not limited to the source code of the App or parts thereof or to otherwise identify the source code;
- (c) not to create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
  - a. 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
  - b. is not used to create any software that is substantially similar in its expression to the App;
  - c. is kept secure; and
  - d. is used only for the Permitted Objective;
- (d) to comply with all applicable laws and regulations including but not limited to any applicable technology control or export laws and regulations that apply to the technology used or supported by the App;
- (e) not use the App 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 the App or any operating system;
- (f) not infringe Bosch intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by these terms);

- (g) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- (h) not use the App in a way that could damage, disable, overburden, impair or compromise Bosch systems or security or interfere with other users; and
- (i) not collect or harvest any information or data from any service or Bosch systems or attempt to decipher any transmissions to or from the servers running any service.

3.6 The foregoing terms also apply to all updates/upgrades and program supplements for the App that Bosch makes available for you to download, except insofar as they form the subject matter of a separate agreement. In this case solely the terms of the provisions valid for the respective update/upgrade or program supplement shall apply.

3.7 Bosch reserves all other rights.

#### **4. Intellectual Property**

4.1 The App is the property of Protec Fire Detection PLC or its licensor and is protected by copyright or by other intellectual property rights. It is not permitted to remove references and comments in the App, which refer to confidentiality, copyrights, trademarks, patent rights and other intellectual property rights.

4.2 You acknowledge, in the event of any third party claim, that the App or your possession and use of the App infringes that third party's intellectual property rights, Bosch will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

#### **5. Collaboration Duties**

5.1 When using the App you must comply with the duty of care necessary for use and examine the results generated by the App to an appropriate extent prior to the use thereof.

5.2 Furthermore, you are obliged to back-up your data on a regular basis in order to ensure that the data can be recovered in the event of loss.

#### **6. Data Protection and Privacy**

6.1 The Parties shall comply with (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data: and (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data (together the "Data Protection Laws").

6.2 We are required under Data Protection Laws to provide you with certain information regarding our

identity, the manner in which we process personal data, the purposes for which such data is processed, and your rights in relation to such data. This information is set out in our Privacy Notice, available at: [Protec Data Protection Notice of Protec Fire and Security Group Ltd.](#) You acknowledge that you have read and understood the terms of the Privacy Notice.

#### **7. Fee**

The App is provided free of charge.

#### **8. Warranty, Liability, Claims**

8.1 The App is provided "as is" and "as available" and to the extent permitted under law, the Licensor provides no warranties (whether implied or otherwise) to you in relation to the App under this EULA.

8.2 You acknowledge that the App has not been developed to meet your individual requirements, including but not limited to any particular cybersecurity requirements that it might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

8.3 References to liability in this EULA include every kind of liability arising under or in connection with this EULA including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.4 Nothing in the terms of this EULA shall limit or exclude Bosch's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful under the laws of England and Wales for Bosch to exclude or restrict liability.

8.5 Subject to Clause 8.4, Bosch shall have no liability whatsoever (and howsoever arising) to you for any:

- (a) loss of profit; loss of revenue; loss of contracts; loss of anticipated savings; loss of business; loss of use; loss of or damage to goodwill; loss or damage arising from the loss, damage or corruption of or to any data; or costs, damage or charges (direct or indirect), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this EULA; or
- (b) special, indirect or consequential loss, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this EULA.
- (c) losses arising under or in connection with this EULA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise due to incorrect operation or usage of the App not in compliance with the designated purpose expressly provided in Clause 3.4;

8.6 Subject to Clauses 8.4 and Clause 8.5, Bosch's total aggregate liability to you in respect of all losses (including indemnified losses) arising under or in connection with this EULA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £150.

8.7 This EULA sets out the full extent of Bosch's obligations and liabilities in respect of the supply of the App. Except as expressly stated in this EULA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Bosch. Any condition, warranty, representation or other term concerning the supply of the App which might otherwise be implied into, or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 9. Maintenance, Support

You have no entitlement to the provision of support services such as updates or advice.

## 10. Changes to the terms and updates to the App

10.1 Bosch may need to change the terms of this EULA.

10.2 Bosch will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

10.3 If you do not accept the notified changes you will not be permitted to continue to use the App.

10.4 From time to time Bosch may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively Bosch may ask you to update the App for these reasons.

10.5 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 App.

## 11. Applicable Law, Jurisdiction

11.1 This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 Any dispute arising out of or in connection with this EULA, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of Arbitration Rules ("LCIA Rules"), which Rules are deemed to be incorporated by reference into this Clause 11.2. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The parties agree that provisions regarding the Nationality of Arbitrators pursuant to Article 6 of the LCIA Rules (or its equivalent of the LCIA Rules then in force) shall not apply. This arbitration agreement in this Clause **Error! Reference**

**source not found.** shall be governed by and construed in accordance with the law of England and Wales Notwithstanding the foregoing in this Clause 11.2, either party reserves the right to seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

## 12. Miscellaneous

12.1 **Legal Compliance:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

12.2 This EULA and any document expressly referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between the parties, whether written or oral, relating to its subject matter.

12.3 You acknowledge that in entering into this EULA you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA.

12.4 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or any document expressly referred to in it.

12.5 Nothing in this EULA is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either you or us as the agent of the other, or authorise you or us to make or enter into any commitments for or on behalf of the other.

12.6 We may may transfer our rights and/or obligations under this EULA to another organisation, but this will not affect your rights or your obligations under this EULA.

12.7 You may only transfer your rights and/or obligations under this EULA to someone else if we agree in writing in advance. You also must not transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

12.8 Without prejudice to our other rights and remedies, we may terminate this EULA and your right to use the App if you breach this EULA in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

12.9 If we terminate this EULA and your right to use the App under Clause 12.8:

- (a) you must stop all activities authorised by this EULA, including your use of the App;
- (b) you must delete or remove the App from all devices in your possession and immediately

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- destroy all copies of the App which you have and confirm to us that you have done this on our request; and
- (c) we may remotely access your devices and remove the App from them.

- 12.10 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.11 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 12.12 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.13 You can direct questions, complaints or claims with respect to the App to: E-Mail: sales@protec.co.uk
- 12.14 You must have reached the minimum age required under the laws of your country or region to accept this EULA and use the App.

### **13. Export Control**

- 13.1 The access to the App and the use of the App may be subject to national and international export and re-export control laws and sanctions regulations ("**Foreign Trade Law**"). You agree to comply with all applicable Foreign Trade Law, including but not limited to the legislation of the United Kingdom, Federal Republic of Germany, the European Union, the United States of America and the local jurisdiction of your country.
- 13.2 You shall not – directly or indirectly – provide access to the App to any destination, entity, or person prohibited or sanctioned by the laws and regulations of the United Kingdom, Federal Republic of Germany, the European Union, the United States of America or any other jurisdiction involved.
- 13.3 If applicable you agree not to use or export or re-export any content or any copy or adaptation of such content, or any product or service offered on the App, in violation of any applicable export or re-export laws or regulations of the United Kingdom, Federal Republic of Germany, the European Union, the United States of America or any other jurisdiction involved.
- 13.4 You agree that the App and resulting data, information and software will not be used directly or indirectly for nuclear, chemical or biological weapons proliferation, development of missile technology or any other military purpose.
- 13.5 You shall indemnify and hold harmless Bosch and each member of its corporate group from and against any and all liabilities, claims, proceedings, actions, fines, losses, costs, expenses and damages suffered or incurred or paid by Bosch or any member of its corporate group arising out of,

connected with or resulting from you infringing (by act or omission) upon Foreign Trade Law. Such costs and expenses include but are not limited to (i) investigation expenses, (b) fines imposed by the authorities or (c) fees for legal advice sought because of the infringement. This Clause shall survive termination of this EULA between Bosch and you.