

**HURDLE - TERMS FOR USERS**

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**PLEASE READ CAREFULLY BEFORE ACCESSING or DOWNLOADING ANY SOFTWARE:**

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Hurdle Group Limited incorporated and registered in England and Wales with company number 12802384 whose registered office is at 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ (**Licensor, us or we**) for:

- Hurdle's computer software, the data supplied with the software, and the associated media (**Software**); and
- printed materials and online electronic documents (**Documents**).

We license use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

**OPERATING SYSTEM REQUIREMENTS:** please click here for the latest operating system requirements.

**IMPORTANT NOTICE TO ALL USERS:**

- BY ACKNOWLEDGING YOUR ACCEPTANCE TO THE TERMS OF THIS LICENCE, OR OTHERWISE ACCESS THE SOFTWARE, IT WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5.
- THE TERMS OF THIS LICENCE MAY ALSO BE SUBJECT TO THE TERMS OF THE SAAS AGREEMENT. IF IT DOES AND THERE ARE ANY CONFLICTS BETWEEN THE TWO, THE SAAS AGREEMENT WILL PREVAIL.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST NOT DOWNLOAD OR STREAM OR ACCESS THIS SOFTWARE OR DOCUMENTS.

**You should print a copy of this Licence for future reference.**

**1. GRANT AND SCOPE OF LICENCE**

1.1 In consideration of you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to use the Software and the Documents on the terms of this Licence.

1.2 You may:

- (a) download, install and use the Software for your internal business purposes only by the number of concurrent users agreed;
- (b) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time.

**2. RESTRICTIONS**

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

- (a) not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;

- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software 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 Software 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 Software 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 Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- (g) to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- (h) not to provide or otherwise make available the Software 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 your employees without prior written consent from us; and
- (i) to comply with all applicable technology control or export laws and regulations; and

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.
- 3.2 With the exclusion of open-source code, you acknowledge that you have no right to have access to the Software in source code form.

### **4. WARRANTY**

To the extent permitted under law, we provide no warranties (whether implied or otherwise) to you in relation to the Software under this Agreement, and all such warranties are excluded.

## 5. ACCEPTABLE USE

- 5.1 You must keep your account details safe. If you choose, or you are provided with, a user 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.
- 5.2 We have the right to disable any user 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 this licence.
- 5.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us through our help centre.
- 5.4 You may link to our Software, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 5.5 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 5.6 You must not establish a link to our Software in any website that is not owned by you.
- 5.7 Our Software must not be framed on any other website, nor may you create a link to any part of our Software.
- 5.8 We reserve the right to withdraw linking permission without notice.
- 5.9 The website in which you are linking must comply in all respects with the standards set out in this licence.
- 5.10 If you wish to link to or make any use of content on our Software other than that set out above, please contact us through our help centre.
- 5.11 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Software or any services provided via, or in relation to, our Software. This includes using (or permitting, authorising or attempting the use of):
  - a) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Software or any data, content, information or services accessed via the same.
  - b) Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 5.12 The provisions of condition 5.11 should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790), but it shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.
- 5.13 You may not use our Software:
  - (a) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
  - (b) For the purpose of harming or attempting to harm minors in any way.
  - (c) To bully, insult, intimidate or humiliate any person.
  - (d) To send, knowingly receive, upload, download, use or re-use any material which does not comply with this licence.

- (e) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (f) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- (g) In any way that involves child sexual exploitation or abuse.
- (h) To upload terrorist content.

5.14 We may from time to time provide interactive services on our Software, including, without limitation:

- (a) Video sharing facilities
- (b) Chat rooms
- (c) File uploading/distribution
- (d) Open URL Remotely

**(interactive services)**

5.15 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

5.16 We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Software, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Software, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

5.17 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

5.18 We do not store terrorist content.

## **6. LIMITATION OF LIABILITY**

6.1 You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

6.2 We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.

6.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;

- (c) loss of anticipated savings;
- (d) wasted expenditure;
- (e) loss or corruption of data or information;
- (f) loss of business opportunity, goodwill or reputation;
- (g) loss caused by you following any instructions in breach of condition **Error! Reference source not found..**

where any of the losses set out in condition 6.3(a) to condition 6.3(g) are direct or indirect; or

- (h) any special, indirect or consequential loss, damage, charges or expenses.

6.4 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

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

6.6 This **Software** may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our Software do not represent our views or values.

## **7. TERMINATION**

7.1 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.

7.2 On termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and

## **8. COMMUNICATIONS BETWEEN US**

8.1 We may update the terms of this Licence at any time on notice to you in accordance with this condition 8. Your continued use of the Software and Documents following the deemed receipt and service of the notice under condition 8.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

8.2 If we have to contact you, we will do so by email, through our help centre, or by pre-paid post to the address you provided in accordance with your registration of the Software.

8.3 Note that any notice:

- (a) given by us to you will be deemed received and properly served 24 hours after it is first posted on our Software, 24 hours after an email is sent, or three days after the date of posting of any letter; and
- (b) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

8.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our Software, that the Software was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

## 9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 9.2.

9.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks, or a third party's failure to make payment for the Software if your account is linked to them, like a training provider.

9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

## 10. HOW WE MAY USE YOUR PERSONAL INFORMATION

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our Privacy Notice on our website and it is important that you read that information.

## 11. OTHER IMPORTANT TERMS

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

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

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

- 11.4 You acknowledge that in entering into this Licence 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 Licence or any document expressly referred to in it.
- 11.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 11.6 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.
- 11.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.8 Each of the conditions of this Licence 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.
- 11.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.