

**PLEASE READ CAREFULLY BEFORE DOWNLOADING THE APP FROM.**

This end-user licence agreement ("**EULA**") is a legal agreement between you ("**End-user**" or "**you**") and Cardiff University established under Royal Charter, registered charity number 1136855, whose administrative offices are at 30-36 Newport Road, Research and Commercial Division, Cardiff CF24 0DE, UK ("**Licensor**", "**us**" or "**we**") for:

- the Masquerade mobile application software ("**App**"); and
- any electronic documents provided in relation to the App ("**Documents**").

We licence use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied by any appstore provider or operator ("**Appstore**") from whose site the End-user downloaded the App ("**Appstore Rules**"). We do not sell the App or Documents to you. We remain the owners of the App and Documents at all times.

**Operating system requirements** This App requires a touch screen device, Internet access and either Android v4 and above or iOS 5 and above.

**Important notice:**

By downloading the App you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the provisions of condition 6 (No Warranty) and the limitations on liability in condition 7.

If you do not agree to the terms of this licence, we will not license the App and Documents to you and you must not download the App or must stop the downloading process now.

As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading **OR** the App and Documents.

However, you will lose the right to cancel the transaction once you begin to download the App or Documents. This does not affect your consumer rights for an app or documents that are defective.

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

**IT IS HEREBY AGREED**

**1 ACKNOWLEDGEMENTS**

- 1.1 The terms of this EULA apply to the App or any of the services accessible through the App ("**Services**"), including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 We may change these terms at any time. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.
- 1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2.1 ("**Devices**") and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 The terms of our privacy policy from time to time, <http://blogs.cf.ac.uk/imgame/masquerade/> ("**Privacy Policy**") are incorporated into this EULA by reference and apply to the Services. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.7 Certain Services may make use of location data sent from the Devices. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries.
- 1.8 The App or any Service may contain links to other independent third-party websites ("**Third-party Sites**"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

**2 GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.
- 2.2 You may:
  - 2.2.1 download a copy of the App onto your Device (to the extent you are able in accordance with Appstore Rules) and to view, use and display the App on the Device for your personal purposes only; and
  - 2.2.2 use the Documents for your personal purposes only.

**3 LICENCE RESTRICTIONS**

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

## **V1. 16.10.2013**

- 3.1 not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- 3.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;
- 3.3 not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- 3.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or 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 App with another software program, and provided that the information obtained by you during such activities:
  - 3.4.1 is used only for the purpose of achieving inter-operability of the App with another software program;
  - 3.4.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - 3.4.3 is not used to create any software that is substantially similar to the App;
- 3.5 not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- 3.6 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service ("**Technology**"), together "**Licence Restrictions**".

## **4 ACCEPTABLE USE RESTRICTIONS**

- 4.1 You must:
  - 4.1.1 not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
  - 4.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by this EULA);
  - 4.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
  - 4.1.4 not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
  - 4.1.5 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.
- 4.2 You should use the App properly on an operating system for which it was designed.
- 4.3 You should promptly notify us in writing of any defect or fault in the App and should not continue to use the App should such a defect or fault arise.
- 4.4 You shall be solely responsible for any defect or fault in the App:
  - 4.4.1 or any Service resulting from you having amended the App; and
  - 4.4.2 resulting from you having used the App in contravention of the terms of this EULA or because of a breach of any of the Licence Restrictions or these Acceptable Use Restrictions.

## **5 INTELLECTUAL PROPERTY RIGHTS**

- 5.1 You acknowledge that all intellectual property rights in the App, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that you have no right to have access to the App in source-code form.

## **6 NO WARRANTY**

To the fullest extent permissible by English law:-

- 6.1 no warranties, representations or promises in relation to the App and/or the documents are given (and any such warranties, representations or promises are disclaimed). We make no express or implied warranties whatsoever in respect of the App and/or the Documents and/or the Services including as to the fitness of the App and/or the Documents and/or Services for a particular purpose.
- 6.2 we give no warranty or representation that the Documents correctly describe the operation of the App.

## **7 LIMITATION OF LIABILITY**

- 7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.
- 7.2 We only supply the App and Documents for domestic and private use. You agree not to use the App and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA up to the limit specified in condition 7.4, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.
- 7.4 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to GB£1. This does not apply to the types of loss set out in condition 7.5.
- 7.5 Nothing in this EULA shall limit or exclude our liability for:
  - 7.5.1 death or personal injury resulting from our negligence;
  - 7.5.2 fraud or fraudulent misrepresentation; and
  - 7.5.3 any other liability that cannot be excluded or limited by English law.

**8 TERMINATION**

- 8.1 We may terminate this EULA immediately by written notice to you:
  - 8.1.1 if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and
  - 8.1.2 if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
- 8.2 On termination for any reason:
  - 8.2.1 all rights granted to you under this EULA shall cease;
  - 8.2.2 you must immediately cease all activities authorised by this EULA, including your use of any Services; and
  - 8.2.3 you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so.

**9 COMMUNICATION BETWEEN US**

- 9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by prepaid post to the address stated at the beginning of this EULA.
- 9.2 If we have to contact you or give you notice in writing, we may do so by e-mail or by pre-paid post to the address you provide to us or the Appstore (from time to time).

**10 EVENTS OUTSIDE OUR CONTROL**

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("**Event Outside Our Control**").
- 10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

**11 OTHER IMPORTANT TERMS**

- 11.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.4 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.
- 11.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.