

DEXT

MOBILE APP END-USER LICENCE AGREEMENT

Last updated: February 2021

IMPORTANT NOTICES:

Any use of our App (defined below) is subject to the terms of this licence agreement (“**Agreement**”). Please read the full Agreement carefully.

For the purpose of this Agreement, our “App” does not include services which are provided by us which you may access, register or pay for via the App – these services are subject to separate terms as described below under **Other applicable terms**.

By downloading or installing the App or clicking the “accept” button below (as applicable), you confirm that:

- (i) you are aged 18 years old or over;
- (ii) your use of the App is in your capacity as an employee, agent or independent contractor of an organisation or as an individual trader and in each case for your internal business purposes only; and
- (iii) you accept and agree to be legally bound by all terms and conditions of this Agreement. If these terms are not accepted, you must not download, install or use (or continue use of) the App.

TERMS AND CONDITIONS

1 Who we are

The Dext Scanner & Tracker mobile application software (the “**App**”) is made available by Receipt Bank Limited trading as “Dext”(“**we**”, “**our**”). We are a limited company registered in England and Wales under company number 7361080 with a registered office at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT United Kingdom.

If you have any comments or questions concerning these terms or you wish to contact us for any other reason please email our customer service team at support@dext.com.

2 Other applicable terms

Our services

We provide online products and services to assist with the automation of bookkeeping. These services are provided by us under separate terms and conditions, including where any services are purchased by you as an in-App purchase.

The terms and conditions that apply to your use of our services are set out here: <http://www.dext.com/terms-and-conditions>.

Your privacy

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 dext.com/privacy-policy and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3 Licence

We grant you a limited, non-exclusive and non-transferable licence to access and use the App and any updates or supplements to it as permitted in these terms (“**Licence**”).

4 Licence restrictions

You agree that the Licence is personal to you. You may not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us. If you sell any device on which the App is installed, you must remove the App from it.

You agree you will:

- not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- only decompile, reverse engineer, or disassemble the source code of the software either in whole or in part, as expressly permitted under the Licence or under Sections 50(A), (B) and (BA) of the Copyright, Designs and Patents Act 1988 (as amended or updated from time to time) or other applicable law;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

5 Acceptable use restrictions

You must 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;
- infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the submission of any material (to the extent that such use is not licensed by these terms);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users of the App or our services; and/or
- collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running any service.

6 Intellectual property rights

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

7 Your applicable app store terms also apply

The ways in which you can use the App may also be controlled by the rules and policies of the relevant app store from which the App was downloaded (such as Apple App Store or Google Play Store). The applicable app store's rules and policies will apply instead of these terms in the event that there are differences between the two.

8 Changes to these terms

We may amend these terms from time to time and will display any updated version on the App. You may be required to read and accept the changes to continue to use the App but in any event, your continued use of the App shall be deemed to constitute acceptance of any revised terms.

9 Updates to the App

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the 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 App or services provided through the App.

10 If someone else owns the phone or device you are using

If you download or stream 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 relevant phone or other device.

11 We may collect technical data about your device

By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals, in order to provide any relevant services to you.

12 We are not responsible for other websites you link to

The App may contain links to other independent websites and/or tools which are not provided by us. Such independent sites / tools 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 or tools, including whether to buy any products or services offered by them.

13 Limitations and exclusions of liability

Nothing in this Agreement shall exclude or limit our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by English law.

No liability to you. You are downloading the App entirely at your own risk. We shall not be liable to you for any loss or damage (direct or indirect) whatsoever arising under or in relation to this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) or in connection with your use of the App or reliance on any content displayed on the App.

Partners and Clients. The relevant limitations and exclusions to our liability in respect of the services we provide to our customers (i.e. your employer or business) is set out in our general terms and conditions of service (see **Other applicable terms** above).

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

Back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

14 Term and termination

The Licence shall commence upon your acceptance of these terms and shall continue in perpetuity unless terminated in accordance with this clause 14.

We may terminate the Licence immediately and without notice if:

- we reasonably suspect that you are using the App for any purpose which contravenes any applicable law; or
- you materially fail to comply with any provision of this Agreement.

If we terminate your Licence:

- You must stop all activities authorised by these terms, including your use of the App;
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and
- Where it is possible for us to do so, we may remotely access your devices and remove the App from them.

The Licence will terminate automatically if you uninstall and cease use of the App.

Where the Licence is terminated in accordance with this clause 14, then the Agreement shall terminate in its entirety.

15 General

Governing law and settlement of disputes. This Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance, validity or termination) will be governed by and construed in accordance with the laws of England. The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Assignment. You shall not assign, transfer, sub-contract any rights or obligations under this Agreement without Dext's prior written consent (such consent not to be unreasonably withheld) and any unauthorised assignment shall be null and void. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Agreement.

Severability. If any provision or part of any provision in this Agreement is found to be illegal, invalid or unenforceable for any reason then the remaining provisions or part provisions remain unaffected and the parties shall meet promptly to discuss in good faith and agree an alternative provision or part provision that provides as closely as possible, the same commercial effect as the original.

No waiver. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

No third party rights. We and you do not intend that any of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it and all rights by virtue of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

Entire agreement. This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersedes any prior oral agreements, representations or understandings between the parties in relation to such subject matter.