

EnigmaREACH Mobile App Terms

Last Updated May 2024

These Mobile App Terms ("the Terms") apply to the following mobile application – EnigmaReach Mobile Application ("the App").

Licensor - OVARRO LD LIMITED of Ovarro House, Parklands Business Park, Denmead, Hampshire, England, PO7 6XP ("Ovarro"/" Licensor").

The App is provided for business use only under an agreement between Ovarro and your employer or another entity that has authorised you to access the App for the purpose of such agreement.

Please read these Terms carefully. They are legally binding between you and the Licensor.

By downloading, accessing or using the App you – "the User ", agree to comply with the Terms in full.

By downloading, accessing or using the App you are granted a nonexclusive, revocable, nontransferable, non-assignable limited right to install and use the App on a mobile device, and to access and use the functionality on such mobile device strictly in accordance with the Terms and solely for the Ovarro product or services intended purpose. The licence granted hereunder to use the App is contingent upon and subject to your employer (or another entity that has authorised you to access the App) having a current agreement with Ovarro.

The licence above applies to

- The App, any related services, and any updates or supplements to the App.
- The related online, electronic, or paper version documentation for the App, whichever applies ("the **App Documentation**").

Privacy

Under data protection legislation, we are required to provide certain information including who we are, how we process personal data and for what purposes and the rights of individuals in relation to their personal data and how to exercise them. This information is provided in Ovarro's EnigmaREACH App Privacy Notice provided to you with the Terms. This notice is supplementary to Ovarro's Privacy Notice available at ovarro.com and is not intended to replace it.

Additional terms

The ways in which Users can use the App and Documentation may also be controlled by Google Play's rules and policies and Google Play's rules and policies will apply instead of these terms where there are differences between the two.

Operating system requirements

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This App is released on iOS and Android and requires a device with a minimum of version for Android -v5.1 (Lollipop) and for iOS - v11.

Support for the App

If you want to learn more about the App or have any problems using it, you shall use the support contact information advised to your employer (or another entity that has authorised you to access the App) as part of their agreement with Ovarro.

Use of the App

In return for you complying with these terms, you may:

- Download a copy of the App onto a mobile telephone or a tablet onto which the App may be downloaded or streamed, and view, use and display the App on such devices solely for business use and solely for the App's intended purpose as advised by Licensor.
- Use any Documentation to support the permitted use of the App.
- Provided that you comply with the licence restrictions herein, make the minimum number required copies of the App for back-up purposes; and
- Receive and use any free supplementary update of the App incorporating "patches" and corrections of errors as Ovarro may provide.

Users may not transfer the App to someone else.

If devices on which the App is installed are being disposed of or sold, you must ensure that the App is deleted from such devices.

Changes to these Mobile App Terms

Ovarro may update these Terms from time to time at its sole discretion – for example, when we change the functionality of the App or any services accessed via the App, or when required by any changes in applicable law. Ovarro will notify users for any changes. However, it is your responsibility to check the Terms regularly for any updates.

Your continued access to or use of the App and any related services after any update constitutes your acceptance of the terms current at this time. If you do not agree to any changes, you must stop accessing or using the App.

Updates to the App

From time-to-time Ovarro may automatically update the App and change the related service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, Ovarro 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.

If you do not accept notified changes you may continue to use the App and the related services in accordance with the existing terms, but certain new features may not be available to you or in certain cases, you will not be permitted to continue to use the App.

Ovarro is not responsible for other websites you link to

The App may contain links to other independent websites which are not provided by Ovarro. Such independent sites are not under Ovarro's control, and Ovarro is 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.

Licence restrictions

You agree that you will:

- 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 Ovarro.
- Not copy the App or the Documentation, 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 or Documentation 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.
- Not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things.

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

Suspension and Termination of Access

If your employer (or relevant other entity) default on any of their payment obligations under their agreement with Ovarro, Ovarro has the right, without liability to you and your employer to disable your password, account and access to all or part of the App, and Ovarro shall be under no obligation to provide any or all of the App and any services you access through the App while the invoice(s) concerned remain unpaid. The above also apply to any breach by you of these Terms.

Intellectual property rights

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All intellectual property rights in the App and the Documentation throughout the world belong to Ovarro and its licensors, and the rights in the App are licensed (not sold) to you. You and your employer have no intellectual property rights in, or to, the App or the Documentation other than the right to use them in accordance with these Terms.

Back-Ups

It is your obligation to back-up content and data used with the App. Ovarro recommends that you back up any content and data used in connection with the App, to protect you in case of problems with the App.

If Ovarro ends your rights to use the App:

- You must stop all activities authorised by these Terms, including the 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 Ovarro that you have done this.
- Ovarro may remotely access your devices and remove the App from them and cease providing you with access to the App.

Ovarro's Liability

In no event shall Ovarro's liability arising under or in connection with these Terms and the use of the App and the Documentation exceed £100.

In addition, Ovarro will not be liable for damage that could have been avoided by following Ovarro's advice and guidance for use of the App and installing updates, or to ensure and maintain minimum system requirements.

Use of the App is at your own risk, and it is provided **"as is", "as available" and "with all faults"**. To the fullest extent permitted by applicable law, Ovarro and its subsidiaries and affiliates disclaim all warranties, conditions, representations, whether statutory, express or implied, including, without limitation, any implied warranties, conditions and representations of title, merchantability, fitness for a particular purpose, and non-infringement.

Ovarro makes no warranties, conditions or representations about (a) the ability of the App to perform without limitation or restriction in any given environment, (b) the use of the App or the Documentation and/or the information obtained by you through the App meeting your or your employer's expectations or requirements (c) the accuracy, completeness, or content of the App (d) results obtained from the use of the App and the Documentation by you, and for conclusions drawn and actions undertaken or seized due to such use, including for the avoidance of doubt such in connection with proposed deployment of products supplied by Ovarro and/or other equipment; (e) the accuracy, completeness, or content of any linked sites (through hyperlinks, banner advertising or otherwise), and/or (f) third-party products or services, and Ovarro assumes no liability or responsibility therewith.

Ovarro shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising in connection with or as a result of the use of the App or the Documentation.

If a court finds part of this Terms illegal, the rest will continue in force.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

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The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms, their subject matter or formation (including non-contractual disputes or claims), or the use of the App and the Documentation.