

END USER LICENCE AGREEMENT

Important notices



The terms of this EULA cover the use and access of AgileChain, referred to in this licence as the **Software**. The terms also cover the content of the Software and any associated literature.



Do make sure to **read these terms carefully** before using and accessing the Software. Your use and access of the Software is subject to these terms.



There are important terms in this policy such as terms which **limit** and **exclude** Our liability to You and **obligations You have** when using the Software.



Any **use, reproduction, or redistribution** of the Software that is not in accordance with the terms of this EULA is expressly prohibited.



Personal data that We collect in the course of Your use and access of the Software shall be treated in accordance with **our privacy policy**.



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

BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS EULA INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 6.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST CLICK ON THE "REJECT" BUTTON AND YOU MAY NOT ACCESS THE SOFTWARE AND ANY ASSOCIATED LITERATURE.

1. Introduction

- 1.1. We are Equilibrium Markets Limited (registered in England and Wales under company number 08786776 with its registered office at 27 Stockwood Business Park, Stockwood, Redditch, England, B96 6SX ("**We**", "**Us**", "**Our**").

- 1.2. This End User Licence Agreement ("**EULA**") constitutes a legal agreement between Us and **You** (or **Your**) for Your use and access of the Software in the course of Your business.
- 1.3. Together You and Us are referred to as the "**Parties**".
- 1.4. By using the Software, You are agreeing to bound by this EULA.

2. Use of the Software

- 2.1. Where You use the Software in accordance with this EULA, We grant to You a non-exclusive, non-transferable licence to use the Software for use within Your business and to access the content provided for internal business purposes only.
- 2.2. Each user must create a user account with Us in order to have access to the Software.
- 2.3. Use of the Software is subject to the payment of any applicable fees.
- 2.4. From time to time, We may collect and process data, which relates to Your product pricing and other commercial data. This data collection will be governed by Our privacy policy.

3. Your Responsibilities

- 3.1. You are responsible for keeping any user account details You create safe.
- 3.2. Where You access Our Software through Your browser, it is Your responsibility to ensure that Your browser is up to date. Our Software supports use through the following browsers: Chrome and Safari.
- 3.3. You will require an internet connection which You will obtain at Your own cost, to use and access the Software. We will not be responsible for any interruption to Your use of the Software due to interruptions to Your internet connection.
- 3.4. You will comply with all applicable technology control or export laws and regulations.

4. Restrictions

- 4.1. You must not:
 - 4.1.1. reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent, lease, loan, sub-license or otherwise deal in copies or reproductions of the Software to other parties in any way except as permitted by this EULA;
 - 4.1.2. remove, delete, obscure, disable, modify, add to, tamper with, or circumvent any program code or data, copyright, trademark, or other proprietary notices, labels or copy protection software contained on or within the Software;

- 4.1.3. exploit the Software (or part of), content contained in it, any of Our related literature, for any commercial purpose including, but not limited to, using the Service for any illegal or immoral purposes;
- 4.1.4. export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations;
- 4.1.5. create data or executable programs which mimic data or functionality in the Software;
- 4.1.6. use the Software for any illegal or immoral purposes;
- 4.1.7. use the Software to make any other software or programme which is substantially similar to the Software;
- 4.1.8. distribute or transmit to Us any viruses or vulnerability and shall implement procedures in line with good industry practice to prevent such distribution or transmission;
- 4.1.9. store, access, publish, disseminate, distribute or transmit any material which:
 - a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b. facilitates illegal activity;
 - c. depicts sexually explicit images;
 - d. promotes unlawful violence;
 - e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - f. is otherwise illegal or causes damage or injury to any person or property,

5. Ownership

- 5.1. You agree that the Software and any intellectual property rights contained in the Software (including any content that was provided with the Software and any accompanying literature) anywhere in the world belong to Us and anyone We hold a licence with.
- 5.2. You do not have and are not permitted to access to the Software in source code form.
- 5.3. This EULA does not entitle You to other services such as implementation training or training in how to use Our Software. Such other services are subject to additional fees and service specific terms and conditions.

6. Limit of Liability

- 6.1. The Software is provided "as is" without any warranty or support of any kind, and We disclaim all implied or express warranties, including but not limited to the fitness for a particular purpose.
- 6.2. You agree that the Software has not been developed to meet Your particular requirements, including any legal or regulatory requirements You may have. You must ensure that the Software meets Your requirements. We do not exclude or limit any liability for:
 - 6.2.1. death or personal injury arising from Our negligence; or
 - 6.2.2. fraud or fraudulent misrepresentation;
 - 6.2.3. any other liability to the extent it cannot be excluded or limited by English law;
- 6.3. Except as set out in clause 6.2, We shall not in any circumstances whatever be liable to You for any loss or damage arising under, or in connection with this EULA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, and You accept and agree that to the extent any claim exists or arises in relation to the Software, You may only bring such claim against the entity to whom You paid for access and use of the Software in accordance with the terms of the agreement you hold with that entity.

7. Termination

- 7.1. If You breach EULA, We may terminate this EULA immediately on written notice to You. If the breach is capable of being addressed and put right, You will have 14 days to address the breach and if You fail to adequately address the breach in this time, then this EULA will be terminated.
- 7.2. Where this EULA has been terminated for any reason:
 - 7.2.1. any rights for You to use the Software, the content contained within it and any associated literature will end immediately; and
 - 7.2.2. You must stop doing anything that was only permitted under this EULA.

8. Uncontrollable events

- 8.1. In this clause, an uncontrollable event shall include an event outside the Parties reasonable control including, without limitation: natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war or armed conflict; nuclear, chemical or sonic boom, collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (together "**Uncontrollable Events**").
- 8.2. We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from any Uncontrollable Events.

9. General Terms

- 9.1. Amendments: We may unilaterally amend this EULA at any time, such amends to take effect 24 hours after posting an update to Our website. Your continued use of the Software and any associated content or literature following receipt of the notice will be taken as Your acceptance of the new terms of this EULA. If You do not accept this EULA or any amendments to it, You must immediately stop using the Software and follow the procedure set out at clause 7.2.
- 9.2. Survival of terms: The following terms of this EULA survive termination: clauses, 4, 5, 6 and 7.
- 9.3. Relationship of the parties: The Parties are independent and are not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.
- 9.4. Third party rights: For the purposes of the Contracts (Rights of Third Parties) Act 1999, this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.
- 9.5. Assignment and transfer: We may assign or transfer Our rights and obligations under this EULA to another entity, but this will not affect Your rights or Our obligations under this EULA. You may only assign or transfer Your rights or obligations under this EULA to another person if We agree in writing.
- 9.6. Severability: If any clause in this agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the Parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this agreement as soon as possible.
- 9.7. Notices: If We have to contact You, We will do so by email or post to the address provided by You and if You have to contact Us, You will do so by email to hello@emfood.io or by post at Our registered office. Any notice will be deemed received one hour after the time of transmission if sent by email or three days after the date of posting.
- 9.8. Interpretation: In this EULA any reference to 'writing' or 'written' includes email but not any other form of electronic communication and any reference to a 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 9.9. Waiver: No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 9.10. Governing law and jurisdiction: This Agreement is governed by the law of England and Wales. All disputes under this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.