

RENOLD WEAR APP TERMS

IMPORTANT NOTICE TO ALL USERS:

THESE TERMS APPLY TO YOUR ACCESS TO AND USE OF THE APP. AS FURTHER DESCRIBED BELOW, THESE TERMS INCORPORATE OUR PRIVACY NOTICE AND UPDATES MADE TO THE TERMS IN THE FUTURE.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU WITH EFFECT FROM THE DATE OF YOUR ACCEPTANCE. IF YOU ARE ACCESSING OR USING THE APP IN A BUSINESS CAPACITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO BIND YOUR COMPANY TO THESE TERMS AND CONFIRM YOUR UNDERSTANDING THAT YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF BOTH YOU PERSONALLY AND THE AGREEMENT OF YOUR COMPANY. IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR COMPANY AS STATED ABOVE, THEN YOU AGREE TO BE PERSONALLY LIABLE FOR ALL OBLIGATIONS UNDER THESE TERMS AND FOR ANY VIOLATION THEREOF.

YOUR ATTENTION IS DRAWN, IN PARTICULAR, TO CLAUSES [3.93-10](#), [3.103-11](#), 7.4, 8, 10, [1046](#) AND 17 OF THESE TERMS.

The Basics

1 Definitions

1.1 In these Terms:

"Account" means the account you set up to access and use the App and Services, as further described in Clause 6;

"App" means the smartphone application known as Renold Wear App made available and used in connection with the Services, including any updates or supplements to it;

"Business User" means a Customer who accesses, downloads, or uses the App and Services in connection with their trade, business, profession or organisation;

"Company" means the company that a Business User is using the App and Services on behalf of;

"Customer", **"you"** or **"your"** means the person using the Services, which can be either a Business User or a Private User and, where it is a Business User, shall mean both (a) the Company; and (b) the Business User themselves;

"High-Risk Use" means any use of the App or Services in which a service interruption, defect, error, or other failure of the App and Services could result in the death or serious bodily injury of any person or in physical or property damage;

"Permitted Purpose" has the meaning given in Clause 9.2;

"Private User" means a Customer who accesses, downloads, or uses the App and Services exclusively for personal, non-commercial purposes and who is not acting on behalf of or in connection with any trade, business, profession, or organisation. Private User use the App and Services for their own private enjoyment;

"Renold", **"we"**, **"our"** or **"us"** means Renold PLC registered in England and Wales with company number 00249688 and whose registered office is at Trident 2 Trident Business Park, Styal Road, Wythenshawe, United Kingdom, M22 5XB;

"Report" means any document or report regarding the condition of a chain generated by the App in connection with your use of the Services;

"Services" means the service you connect to via the App and the content we provide to you through it; and

"Terms" means the terms and conditions set out or referred to below, as amended from time to time.

- 1.2 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 Additional Terms

- 2.1 Our Privacy Notice sets out the ways in which we may collect, store and process personal data (including for marketing purposes) relating to your use of the App and Services and covers your rights to access and request correction of any of your personal data that we hold. Please ensure you have read and understood our Privacy Notice before downloading, accessing or using the App or Services.
- 2.2 The ways in which you can use the App and Services may also be controlled by the rules and policies of the Appstore from which you have downloaded the App. Please ensure you have read and understood such rules and policies before downloading, accessing or using the App or Services.

3 Acceptance of Terms

- 3.1 Before signing up to create an Account or using the Services, you should read these Terms carefully. The Terms contain important information about the steps you must take to keep your Account secure, restrictions on using the Services, how we or you can end the Services and the limitations on our liability to you. If you do not agree to these Terms, you must not create an Account or access the Services.
- 3.2 By signing up to create an Account, you confirm that you have read, understood and agree to these Terms and the Privacy Policy. When your Account has been successfully created the Terms will exist between you and us. We will email you to confirm that your Account has been created.
- 3.3 In return for your agreeing to comply with these Terms you may:
- (a) download or stream a copy of the App onto the smartphone device on which you initially download the App and view, use and display the App and the Services on such devices for the purposes authorised in these Terms only;
 - (b) use any documentation provided by us (including any Report) to support your permitted use of the App and the Services (and not for any other purpose);

- (c) provided you comply with Clause 1244 (Licence Restrictions), make one copy of the App and any documentation (including any Report) supplied for back-up purposes only; and
- (d) receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

The rights granted under this Clause 3.3 are personal rights granted to you only and you must not transfer these rights to any other person or otherwise allow any other person to access or use the App or Services.

3.4 Before you can access and use the App and the Services, you will need to:

- (a) register with us by signing up to create an Account on the App (see Clause 6 (Setting up your Account) below);
- (b) have an eligible mobile device which is connected to the internet and uses a software version that supports the App (as set out in Clause 3.5 below); and
- (c) where applicable, have received our authorisation via email of your access to and use of the App and Services.

3.5 This App requires an Android smartphone device with a minimum of 20MB of memory. If your operating system is not the latest available Android operating system, you may be unable to access or use the App.

3.6 You may not download the App to any device other than the device that we have authorised in accordance with Clause 3.4 (c).

3.7 You agree not to download, install, or use the App on any device that is shared with other individuals. This includes shared mobile phones, shared tablets, or shared computers.

3.8 You must be 18 or over to accept these Terms and download, access or use the App.

3.9 This App and the Services are new, innovative technology and you must consider whether your specific use of App and Services is safe. The App and Services are not designed or intended to support any High-Risk Use. Accordingly, you must plan every use of the App and Services such that, in the event of any interruption, defect, error, or other failure of the App and Services, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry.

3.10 THE APP, THE REPORTS AND THE SERVICES HAVE BEEN SPECIFICALLY DESIGNED AND OPTIMISED FOR USE WITHIN THE GEOGRAPHICAL TERRITORIES OF EUROPE AND ASIA. THE APP IS NOT INTENDED FOR USE OUTSIDE THESE TERRITORIES. WITHOUT LIMITING THE FOREGOING, THE APP AND SERVICES ARE NOT DESIGNED OR INTENDED FOR USE BY CITIZENS OR RESIDENTS OF THE UNITED STATES OF AMERICA ("USA") OR CANADA. IF YOU ARE A CITIZEN OR RESIDENT OF THE USA OR CANADA, YOU ARE EXPRESSLY PROHIBITED FROM DOWNLOADING, ACCESSING, OR USING THE APP, SERVICES OR REPORTS.

3.11 BY USING THE APP, SERVICES OR REPORTS YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN, UNDER THE CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY COUNTRY OUTSIDE OF EUROPE OR ASIA, INCLUDING THE USA OR CANADA. WE ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR

INDIRECT, THAT MAY ARISE FROM YOUR USE OF THE APP, SERVICES OR REPORTS IF YOU ARE A CITIZEN OR RESIDENT OF ANY SUCH COUNTRY.

- 3.12 By downloading and using the App and Services, you acknowledge and agree that you may incur and are solely responsible for charges from your mobile phone network operator for doing so.

4 Changes to the Terms

- 4.1 We can always make changes to the Terms and to the App and Services which do not have an adverse impact on you, or that are beneficial. We can also make proportionate changes for one or more of the following reasons:

- (a) to update digital content (e.g. the App) to improve performance, enhance functionality, address security issues, reflect changes to the operating system or the options available for the Services. We might ask you to install these updates;
- (b) to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the App and Services;
- (c) to reflect changes to third party terms and conditions that apply to us, the App or the Services; or
- (d) to reflect changes in any relevant rules, regulations or laws or industry codes of practice.

If we make any such changes which are clearly in your favour, or if the changes aren't likely to have an adverse effect on the App or Services, we'll tell you once we've made the changes by publishing the changes in the App.

- 4.2 If you choose not to install any updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

- 4.3 The App will always match the description of it provided to you when you downloaded it.

- 4.4 We can also make changes other than those of the nature described in Clause 4.1 to the Services, the App or these Terms, for example, to materially change the scope of Services provided to you or to materially change any key provision of these Terms, but before we do so we'll usually notify you of the change via the App. If you disagree with the change, you can close your Account directly on the App, or you can contact us using the contact details set out in Clause 5.2 to end the Terms to close your Account before the change takes effect.

5 Contact Details

- 5.1 We will contact you, send you any agreements and other notices using the App, phone or email. If your contact details change you should let us know as soon as possible (using the contact details set out at Clause 5.2 below).

- 5.2 You can contact the us with any queries or issues you have relating to the App, the Services or these Terms:

- (a) by telephone on +44(0)161 498 4500; or
- (b) by email on info.uk@renold.com.

6 Setting up your Account

- 6.1 When you sign up to create your Account, we will ask you for your full name, email address and position in your Company and you will need to create an Account password.
- 6.2 You must enter your details correctly as part of the Account registration process and keep these details up to date at all times. The details you provide must be personal to you, must be valid and not misleading, and must not be assigned to any other person or account. You may not create multiple accounts or use temporary email addresses in connection with your Account. You may not register an Account using someone else's details.

7 Keeping your Account secure

- 7.1 You must:
- (a) keep your password secure (for example, you must not tell anyone else these details and must not keep a written or electronic record with or on your device);
 - (b) not authorise anyone else to use your Account;
 - (c) only log onto your Account on one App and on the device that has been authorised by Renold in accordance with Clause 3.4(c); and
 - (d) update your Account information if details change.
- 7.2 You must contact us using the contact details set out in Clause 5.2 as soon as possible if:
- (a) you become aware of unauthorised access to your Account; or
 - (b) another person knows or is likely to know your password to your Account.
- 7.3 Renold has no obligation to check that any order, confirmation or instruction made through your Account is from you.
- 7.4 RENOLD CANNOT GUARANTEE THE APP AND THE SERVICES WILL ALWAYS BE SECURE AND FAULT-FREE OR FREE FROM HARMFUL PROGRAMMES OR VIRUSES. YOU ACKNOWLEDGE YOUR AWARENESS OF THIS RISK AND ACCEPT THIS RISK INCLUDING THE RISK THAT A THIRD PARTY MAY ACCESS YOUR ACCOUNT WHICH MAY CONTAIN CONFIDENTIAL AND/OR PERSONAL INFORMATION.

8 The App and the Services

- 8.1 Renold warrants that it will provide the Services with the care and skill that would reasonably be expected in the circumstances.
- 8.2 There is no requirement for Renold to provide updates or enhancements to the App or the Services.
- 8.3 SAVE FOR THE WARRANTY PROVIDED AT CLAUSE 8.1, THE APP, THE SERVICES AND REPORTS ARE PROVIDED "AS IS" AND NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, GUARANTEES OR OTHER TERMS ARE PROVIDED BY US IN RESPECT OF THE APP, THE SERVICES OR ANY REPORTS AND ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, GUARANTEES OR OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED INTO, OR INCORPORATED IN, THESE TERMS WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT

PERMITTED BY LAW. IF YOU ARE A PRIVATE USER, THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS OR REMEDIES.

9 Permitted Purpose and Your Responsibilities

9.1 WHERE YOU ARE A BUSINESS USER, YOU SHALL SUPERVISE AND CONTROL USE OF THE APP, THE SERVICES AND THE REPORTS BY YOUR EMPLOYEES, AGENTS AND REPRESENTATIVE, AND ENSURE THEY ARE USED BY YOUR EMPLOYEES, AGENTS AND REPRESENTATIVES ONLY IN ACCORDANCE WITH THESE TERMS.

9.2 The App and the Services are intended to allow the audio recording of a chain when in use/in motion; analysis of such audio recording together with the information provided by you in relation to the chain; and (based on the recording and information provided by you) to provide indicative guidance (in the form of a Report) as to the condition of such chain (the **Permitted Purpose**). You acknowledge and agree that:

- (a) the use of the App and Services requires you to hold your mobile device close to the chain to be analysed and that doing so without sufficient care and attention could result in death or personal injury to the person holding the device and damage to your mobile device; and
- (b) whilst Renold makes reasonable efforts to ensure the accuracy and completeness of Reports, we cannot guarantee their sufficiency, accuracy and completeness. Such Reports are not intended to provide an expert opinion regarding the condition of the relevant chain on which you should rely. Chains should be inspected and maintained regularly by a qualified expert.

9.3 You must use the App, the Services and Report(s) responsibly and in accordance with:

- (a) these Terms, including the provisions of clauses 2.9, 9, 10, 11, 12 and 13;
- (b) all instructions, guidelines, safety briefings and warnings from time to time in force issued by us, your Company, relevant advisor or manufacturer;
- (c) any site policies, procedures, rules or assessments applicable to the building, area or space in which you are using the App, for example ensuring that you have the authority to use your device in the relevant area; and
- (d) all applicable laws, rules, regulations, codes of practice and best practice from time to time.

RENOLD WILL NOT BE HELD LIABLE FOR ANY HARM, LOSS, LIABILITY OR DAMAGE RESULTING FROM YOUR FAILURE TO ADHERE TO THESE TERMS.

9.4 You assume sole responsibility for results obtained from the use of the App, the Services and the Reports, and for conclusions drawn from such use. We shall have no liability for any loss, liability or damage caused by errors or omissions in any reports (including the Reports), information, instructions, recommendations or scripts provided to you in connection with the App, the Services or the Reports, or for any actions taken by you.

9.5 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 or the Services.

9.6 The App, the Services and the Reports have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the app store site) meet your requirements.

9.7 IF YOU ARE ACCESSING OR USING THE APP IN A BUSINESS CAPACITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO BIND YOUR COMPANY TO THESE TERMS AND CONFIRM YOUR UNDERSTANDING THAT YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF BOTH YOU PERSONALLY AND THE AGREEMENT OF YOUR COMPANY. IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR COMPANY IN SUCH A MANNER THEN YOU AGREE TO BE PERSONALLY LIABLE FOR ALL OBLIGATIONS UNDER THESE TERMS AND FOR ANY VIOLATION THEREOF.

10 Risk Assessment and Safety Instructions

10.1 By using the App and the Services:

- (a) you acknowledge and agree that you fully understand the inherent risks associated with using this App and the Services. These risks may include death; personal injury to yourself or third parties; and property damage to the chain you are analysing, the machine in which it is housed and/or your mobile device; and
- (b) you accept and assume these risks, both known and unknown, and (to the maximum extent permitted by UK law) assume full responsibility for any harm, loss, or damage that may result from your use of the App and the Services, whether caused directly or indirectly.

10.2 You agree to conduct a thorough risk assessment prior to each use of the App and Services. This includes assessing the appropriateness of using the App and Services in the specific context, considering any potential hazards, and taking any necessary precautions and putting in place appropriate policies and procedures to mitigate risk. You acknowledge and agree that you are solely responsible for:

- (a) determining the scope of this risk assessment, how it is carried out, who is it carried out by and conducting this risk assessment each time you use the App and Services; and
- (b) your decision to use the App and Services based on the results of this assessment.

10.3 YOU ACKNOWLEDGE AND AGREE THAT THE PROPER FUNCTIONING AND USE OF THE APP AND SERVICES DEPENDS ON THE QUALITY OF THE SIGNAL ON YOUR MOBILE DEVICE AND THE DEVICE BEING ADEQUATELY CHARGED. YOU ACCEPT THAT POOR SIGNAL QUALITY OR A LOW BATTERY LEVEL ON YOUR MOBILE DEVICE MAY IMPAIR THE FUNCTIONALITY AND PERFORMANCE OF THE APP AND THE SERVICES. YOU ACCEPT FULL RESPONSIBILITY FOR ENSURING YOUR MOBILE DEVICE HAS A STRONG, STABLE SIGNAL AND IS SUFFICIENTLY CHARGED WHEN USING THE APP AND SERVICES. RENOLD IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM POOR SIGNAL QUALITY OR LOW BATTERY LEVEL ON YOUR MOBILE DEVICE.

10.4 In addition to the requirements of clause 9.3 and any other safety measures you may identify as a result of the risk assessment carried out in accordance with clause 10.2, you must observe the following safety instructions while using this App and the Services to prevent potential bodily harm and property damage:

- (a) **Sole activity:** When using the App and Services you agree to dedicate your full attention to the use of the App and Services whenever you are actively using them. The App is designed to be used independently and not in conjunction with any other activities. You understand and acknowledge that the use of the App and Services requires your full and complete focus and engagement and that distractions can cause accidents leading to serious bodily harm and/or property damage.
- (b) **Machine Safeguards:** Health and safety safeguards, barriers or similar protective devices or measures should not be removed from any equipment or altered prior to or during use the App and Services.
- (c) **Capacity:** Do not use the App or Services whilst under the influence of drugs or alcohol or if your decision making capacity is otherwise adversely impaired.
- (d) **Informed Use:** You must ensure you have read and understood all safety warnings and use guidelines prior to commencing use of the App and Services.
- (e) **Environment Awareness:** Always be aware of your surroundings while using the App and Services. Be cautious of potential hazards in your immediate environment that could cause harm.
- (f) **Breaks and Rest:** Prolonged use of the App and Services without breaks can lead to physical discomfort or health issues such as eye strain, repetitive strain injuries, or other physical problems. Take regular breaks to rest and recuperate.
- (g) **Safe Distance:** You agree to use the App and Services in a safe manner and should ensure that you keep a safe distance when using the App and Services and agree not to place any part of your device within five (5) centimetres of any moving parts (whether of the chain being analysed or the machine or equipment of which it forms a part).
- (h) **Emergency Situations:** Do not use the App, Services or Reports as a replacement for expert or specialist advice or assistance in emergency situations. Always contact appropriate authorities or specialists in case of emergencies.
- (i) **Authorisation:** As a Business User, you must be authorised to use the App and Services on behalf of your Company and must be suitably qualified and possess the necessary knowledge and expertise to undertake any risk assessments that are required in connection with the use of the App and Services, including ensuring you have received adequate training and are competent in undertaking risk assessments.
- (j) **Health and Safety:** When using the App, you agree to comply fully with all relevant health and safety obligations, regulations, rules and guidelines applicable to the space, area or site where you are working. This includes, but is not limited to, the proper use of Personal Protective Equipment ("PPE") as required by the nature of your work, the space, area or site or by any applicable laws, rules, regulations or guidelines. You acknowledge and agree that it is your responsibility to understand and adhere to the PPE requirements relevant to your work and location.
- (k) **Minimise background noise:** You should ensure that you do not use the App or Services in areas with minimal background noise so as to reduce the risk of inadvertent recordings of other persons.
- (l) **Updates:** Regularly update the App to its latest version. Updates often include safety improvements and bug fixes that can prevent potential harm.

11 No guarantees

- 11.1 Renold does not guarantee the continuous availability, access or performance of the App, the Services or Reports and the App, the Services or the Reports may be suspended or withdrawn at any time and for any reason, without notice. Where issues are within Renold's control, we will try to resolve them as soon as possible after becoming aware of them. If you become aware of an issue with the App, Services or Reports please let us know so we can consider the best way to resolve the issue.
- 11.2 Renold may also suspend the supply of the App or Services to you to deal with technical problems or make minor technical changes, to update the App or Services to reflect changes in relevant laws and regulatory requirements, or to make changes to the App or Services. We will usually contact you in advance to tell you that we're suspending supply of the App or Services, unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, you can close your Account directly on the App, or you can contact us using the contact details set out in Clause 5.2 to close your Account and end the Terms with us.
- 11.3 The App, the Services and Reports are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain expert, professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App, the Services or the Reports. ALTHOUGH WE MAKE REASONABLE EFFORTS TO ENSURE THE ACCURACY AND COMPLETENESS OF INFORMATION PROVIDED BY THE APP, THE SERVICES AND THE REPORTS, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT SUCH INFORMATION OR RECOMMENDATIONS MADE ARE ACCURATE, COMPLETE OR UP TO DATE.
- 11.4 If our provision of the App, Services or Reports or support for the App or the Services is delayed or unavailable due to an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or unavailability. Provided we do this we will not be liable for delays or unavailability caused by the event, but if there is a risk of substantial unavailability or delay you may close your Account directly on the App or contact us to close your Account and end the Terms with us.

12 Licence Restrictions

- 12.1 You agree that you will:
- (a) use the App, Services and Reports only for the Permitted Purpose;
 - (b) not rent, lease, sub-license, loan, provide, or otherwise make available, the App, the Services or the Reports in any form, in whole or in part, to any person without prior written consent from us;
 - (c) not copy the App, the Services or the Reports, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
 - (d) not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, the Services or the Reports nor permit the App, the Services or the Reports or any part of them to be combined with, or become incorporated in, any other reports, documents, applications, systems, platforms or programs, except as necessary to use the App, the Services and the Reports on devices as permitted in these Terms;

- (e) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App, the Services or the Reports nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtain by you during such activities:
 - (i) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
 - (ii) is not used to create any software that is substantially similar in its expression to the App;
 - (iii) is kept secure; and
 - (iv) is used only for the Permitted Objective; and
- (f) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or the Services.

13 Acceptable use restrictions

13.1 You must not:

- (a) use the App, any Services or any Report 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, any Services, any Report or any operating system;
- (b) use the App or Services to record any audio that is not the audio of a chain in motion, including any speech or other conversation;
- (c) use the App, Services or Reports to provide services to any third party;
- (d) resell the App, Services or Reports or (where you are a Business User) use the App, Services or Reports for any purpose other than internal use;
- (e) attempt to access accounts of other users of the App or attempt to penetrate any security measures relating to the App;
- (f) infringe our intellectual property rights or those of any third party in relation to your use of the App, the Services or any Report;
- (g) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App, the Services or the Reports;
- (h) use the App, the Services or the Reports in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
or

- (i) collect or harvest any information or data from the App, the Services, the Reports or our systems or attempt to decipher any transmissions to or from the servers running the App or the Services.

14 Feedback

- 14.1 We may contact you on the App and request feedback from you, relating to your use of the App and/or Services. You agree that copyright in any information including development, improvements and variations to the App or Services or Reports arising from any feedback you give us will belong to us.
- 14.2 You acknowledge and agree that (without prejudice to Clause [Fehler! Verweisquelle konnte nicht gefunden werden.14.1](#)) we may use all data and information inputted by you to the App and Services or generated in connection with your use of the Services for our own purposes and hereby grants to us an perpetual, irrevocable, fully paid up, royalty free, transferable and sub-licensable right to use and exploit such data and information for such purposes as we (in our absolute discretion) see fit.
- 14.3 You acknowledge and agree that we may act upon and use any feedback you provide to us.

15 Ending the Terms and closing your Account

- 15.1 We can stop providing the App and the Services (or any part of them) at any time.
- 15.2 Renold reserves the right, at its sole discretion, to terminate your access to and use of the App and Services, at any time and without notice, if you fail to comply with these Terms. Such termination may be immediate and without prior notice. In such case, we will end the Terms and close your Account.
- 15.3 You may end the Terms and close your Account at any time by following the instructions on the App to close your Account, or by contacting us using the contact details set out in Clause 5.2 and asking us to close your Account. These Terms and your right to use the App and the Services will end when your Account has been closed.

16 What happens when the Terms are terminated

- 16.1 If the Terms are terminated for any reason, it will not affect any rights that either of us have up to that point.
- 16.2 If your Account is closed for any reason:
 - (a) You must stop all activities authorised by these Terms, including your use of the App, all of the Services and the Reports;
 - (b) You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App and the Reports which you have and confirm to us that you have done this using the contact details set out in Clause 5.2; and
- 16.3 When we close your Account, we may be required to retain some of your information (including your personal data) to comply with financial and legal regulations. Otherwise, we will delete your data in accordance with our standard retention policies. Please see our Privacy Notice for further details.

17 Our responsibility for loss or damage suffered by you

17.1 Nothing in these Terms limits or excludes Renold's responsibility for:

- (a) death or personal injury caused by Renold's negligence (including Renold's subcontractors and agents);
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be limited or excluded by applicable law.

IF YOU ARE A PRIVATE USER

17.2 We're responsible for losses Private Users suffer caused by us breaking the Terms unless the loss is:

- (a) **A business loss.** if you are a Private User you must not use our App or the Services for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- (b) **Unexpected.** It was not obvious that it would happen and nothing you said to us before entry to these Terms meant we should have expected it (so, in the law, the loss was unforeseeable).
- (c) **Caused by events outside our control.** As long as we have taken the steps set out in Clause 11.4 (We are not responsible for events outside our control).
- (d) **Avoidable.** Something a Private User could have avoided by taking reasonable action. For example, damage to the Private User's own digital content or device, which was caused by digital content we supplied and which the Private User could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

IF YOU ARE A BUSINESS USER

17.3 Subject to clause 17.1, if you are a Business User of the App, we will have no liability to you arising out of or in connection with the Terms or the provision (or failure to provide) the App, the Services or the Reports for the following losses (whether arising in contract, tort (including negligence and gross negligence), breach of statutory duty or otherwise);

- (a) indirect, incidental, special, exemplary, punitive or consequential loss;
- (b) pure economic loss;
- (c) property loss of damage (save where arising from our negligence);
- (d) loss or corruption of data or information;
- (e) loss of profit or revenue;
- (f) loss of business or contracts;
- (g) wasted expenditure;
- (h) business interruption; or

(i) loss of business opportunity, goodwill or reputation.

- 17.4 SUBJECT TO CLAUSE 17.1, IN NO EVENT SHALL RENOLD'S TOTAL AGGREGATE LIABILITY TO A BUSINESS USER ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR THE PROVISION (OR FAILURE TO PROVIDE) THE APP, THE SERVICES OR THE REPORTS (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) EXCEED TEN THOUSAND POUNDS STERLING (£10,000).
- 17.5 THE LIMITATIONS OF LIABILITY SET OUT IN CLAUSES 17.3 AND 17.4 HAVE BEEN DETERMINED TAKING INTO ACCOUNT ALL RELEVANT CIRCUMSTANCES OF THE PROVISION OF THE APP, SERVICES AND REPORTS INCLUDING (I) THE FACT THAT THE APP IS PROVIDED TO YOU FREE OF CHARGE; (II) YOUR RESPONSIBILITIES AS SET OUT IN THESE TERMS AND THE PERMITTED PURPOSES FOR WHICH THE APP, SERVICES AND REPORTS MAY BE USED; (III) THE LIKELY DAMAGE THAT COULD BE SUFFERED BY YOU IF WE BREACH THESE TERMS. YOU AGREE THAT THESE LIMITATIONS OF LIABILITY ARE REASONABLE.
- 17.6 YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RENOLD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SUPPLIERS FROM AND AGAINST ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES, AND COSTS, INCLUDING REASONABLE LEGAL FEES, ARISING OUT OF OR IN CONNECTION WITH YOUR BREACH OF THESE TERMS, YOUR MISUSE OF THE APP, SERVICES, OR REPORTS, YOUR VIOLATION OF ANY LAW, RULE OR REGULATION OR THE RIGHTS OF ANY THIRD PARTY.

Non-Infringement

- 17.7 The App and Services and their associated technology are protected by patent laws and international patent treaties, as well as other intellectual property laws and treaties. The App is licensed (subject to and as set out in these Terms), not sold.
- 17.8 By using the App and Services, you acknowledge and agree that the App and all its contents, including but not limited to, all texts, graphics, user interface, visual interface, photographs, sounds, artwork, computer code, design, structure, selection, coordination, expression, and arrangement, are owned by us and are protected by copyright, patent, and trademark laws, and various other intellectual property rights.
- 17.9 You agree not to (directly or indirectly) infringe upon our patent or other intellectual property rights in or relating to our App, the Services and Reports in any manner. This includes copying, reproducing, modifying, creating derivative works from, selling, re-selling, renting, leasing, loaning, distributing, or commercially exploiting in any way the App, the Services or Report (or any part of them) without our prior written consent.
- 17.10 This Clause shall survive the termination or expiration of these Terms.

18 Settling Disputes

- 18.1 We will both do what we reasonably can to settle any dispute or claim that occurs in connection with the App or the Services and to avoid having to get the courts or regulatory authorities involved.
- 18.2 Nothing in this Clause 18 stops either of us: seeking interlocutory or other immediate relief if one of us is at risk of imminent harm (unless something in the Terms already provides an

adequate remedy), going to a court of competent jurisdiction if either of us considers it reasonable or doing anything else these Terms let us do.

Everything Else

19 Transfer or assignment of your Account or these Terms

19.1 We can transfer our Terms with you, so that a different organisation is responsible for supplying the App or Services. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Terms.

19.2 We are giving you personally the right to use the App and the Services as set out in these Terms. You may not transfer the App or the Services to someone else, whether for money, for anything else or for free, unless we agree in writing. If you sell any device on which the App is installed, you must remove the App from it prior to selling the device.

20 Nobody else has any rights under these Terms

These Terms are between you and us. Nobody else can enforce these Terms and neither of us will need to ask anybody else to sign-off on ending or changing the Terms.

21 Even if we delay in enforcing the Terms, we can still enforce them later

We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.

22 What happens if part of the Terms are invalid

If any part of the Terms are found to be unenforceable (including any provision in which Renold excludes or limits its liability to you), such terms will (where legally possible) be modified to the minimum extent necessary to ensure legal compliance whilst retaining the intended commercial objective of the term. This will not affect the enforceability of any other part of these Terms.

23 Extent of our agreement

23.1 These Terms and any documents referred to in them constitute 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 their subject matter.

23.2 Where you are a Business User, you acknowledge that in entering into these Terms 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 these Terms.

23.3 Where you are a Business User, you also agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

24 Choice of Law and Courts

IF YOU ARE A PRIVATE USER

The Terms and the use of the Services are governed by English law and wherever the Private User lives they can bring claims against us in the English courts. If the Private User lives in Wales, Scotland or Northern Ireland, they can also bring claims against us in the courts of the

country they live in. We can claim against a Private User in the courts of the country they live in.

IF YOU ARE A BUSINESS USER

The 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 the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms or their subject matter or formation (including non-contractual disputes or claims).

25 Complaints

Please contact us at info.uk@renold.com if you are unhappy with us, the App or the Services we have provided to you and we will deal with any complaint in a manner we deem appropriate.