

PLEASE READ CAREFULLY BEFORE DOWNLOADING OR STREAMING THE APP FROM THIS WEBSITE.

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user or you**) and **CFH DOCMAIL LIMITED** of St Peters Park, Wells Road, Radstock, Bath, BA3 3UP (**Licensor, us or we**) for:

- DotPost mobile application software and website, the data supplied with the software and website, and the associated media (**App**); and
- electronic Manual from us (**Manual**).

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

Important notice:

- You must check that the App is compatible with your device(s) and operating system. We do not warrant that the App will work on every system, nor be compatible with future updates.
- By downloading the App from this website or clicking on the "Accept" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined in condition 1.5 and limitations on liability in condition 9.
- If you do not agree to the terms of this licence, we will not license the App and Manual to you and you must not download the App, and delete any previously down-loaded version of the App and Manual.
- As a consumer, you have the right to cancel the purchase of the App at any time before the service starts without charge and without any reason. In this case, the service starts when you download the App and Manual. To be clear, in downloading the App and Manual, you are agreeing that you will lose your right to withdraw from the purchase without cause.
- This does not affect your consumer rights for an App or Manual that are defective.

You should print a copy of this EULA for future reference. A copy of this EULA can be downloaded from www.dotpost.com/conditions.html

AGREED TERMS

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 or any Service, 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 by sending you an SMS or email with details of the change or notifying you of a change when you next start the App or login to your account. 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 or streamed the latest version of the App and accepted any new terms. Updates may not necessarily include all existing features of the App.
- 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(a) or other internet-enabled devices or computers (**Devices**) and to download or stream or access a copy of the App onto or through 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, available at www.dotpost.com/privacy.html (**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, however, we will use current best practice encryption methods in providing the App and any Service.
- 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. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. 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 to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off the location services settings when applicable.
- 1.8 The App or any Service may contain links to other independent third-party websites and services (**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:

- (a) download or stream a copy of the App onto one mobile or handheld device and to access, view, use and display the App on the Devices or through the website for your personal purposes only; and
- (b) use the Manual 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:

- 3.1 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Manual;
- 3.2 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;
- 3.3 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:
 - (a) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (c) is not used to create any software that is substantially similar to the App;
- 3.4 to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- 3.5 to include our copyright notice on all entire and partial copies you make of the App on any medium;
- 3.6 not to provide or otherwise make available object or source code in the App, in any form to any person without prior written consent from us; and
- 3.7 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

This App is for your personal use only. You must:

- 4.1 provide complete and accurate information about yourself (including without limitation such information, account details and passwords as are necessary to enable your third party suppliers (**Your Suppliers**) to deliver documents and correspondence relating to your dealings with Your Suppliers (**Documents**) to your account in the App;
- 4.2 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;
- 4.3 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- 4.4 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- 4.5 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
- 4.6 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.

5. YOUR INFORMATION

- 5.1 In using the App, your information including details of your accounts with Your Suppliers may be cached and stored in encrypted form on your handset. We will use your connection data to authenticate your user credentials and we may store such credentials on our systems for service configuration and service provision purposes. This information will not be accessed by us or any other party for any purpose.

6. YOUR ACCOUNT

- 6.1 As a registered user of the App, you will be required to create an account (**Account**). You must not reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account, and for all activities that occur on or through your Account, and you agree to notify us immediately of any security breach of your Account. We shall not be responsible for any losses arising out of the unauthorised use of your Account.
- 6.2 You agree to provide accurate and complete information when you register with, and as you use, the App, (**Registration Data**), and you agree to update your Registration Data to keep it accurate and complete. You agree that we may store and use the Registration Data you provide for use in maintaining your Account.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that all intellectual property rights in the App, the Manual 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 Manual or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 7.2 You acknowledge that you have no right to have access to the App in source-code form.

8. SUPPORT

- 8.1 You agree to report any faults and/or security issues to dotpost@cfh.com
- 8.2 Support will be provided by email and web form in the first instance. If it becomes apparent that a telephone call is necessary to deal with your issue, arrangements for such a call will be made by email. Support is available from 9am to 5pm on each business day.

9. LIMITATION OF LIABILITY

- 9.1 To the fullest extent permitted by applicable law, the App is provided to you “as is” and “as available”, without support or maintenance. Your use (or inability to use) the App is at your sole risk. We do not warrant that the operation of the App will be uninterrupted or error free. You agree that we may change, suspend, remove, or disable access to the App at any time (whether temporarily or permanently) without notice. To the extent permitted by law we disclaim and exclude all warranties, representations, conditions and other terms of our kind, express or implied and whether arising by statute, common law or otherwise. This clause does not affect your legal rights as a consumer.
- 9.2 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 Manual meet your requirements. We do not warrant that the App will be compatible with any third party software, applications or services.
- 9.3 We only supply the App and Manual for domestic and private use. You agree not to use the App and Manual 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.
- 9.4 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 9.5, 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.
- 9.5 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 permission to download another copy of the App free of charge. This does not apply to the types of loss set out in condition 9.6.

- 9.6 Nothing in this EULA shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability that cannot be excluded or limited by English law.

10. TERMINATION

10.1 We may terminate this EULA immediately by written notice to you:

- (a) 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;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
- (c) if we cease to provide the App or any Service (in which case we will notify you and allow a reasonable time for you to make copies of any of your Documents held by us).

10.2 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of any Services;
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Manual then in your possession, custody or control and certify to us that you have done so;
- (d) we may notify Your Suppliers that you no longer use the App or the Services, however we shall not be obliged to do so. You shall be responsible for notifying Your Suppliers that you no longer use the App or the Services, and for making alternative arrangements with Your Suppliers for the delivery to you of Documents; and

11. COMMUNICATION BETWEEN US

11.1 We may impose limitations on the amount of storage space or time, temporary or otherwise, that we provide you for the storage of Documents, and any other communications, but we have no obligations to store such content and will not be responsible if such content is lost or deleted however we will make all reasonable efforts to ensure that documents are backed up and restored if necessary. We reserve the right to make a charge for the storage of Documents which you choose to retain beyond our usual storage period as notified to you.

11.2 Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Account details (including

password) in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your account details to them in any circumstances. You should report any such requests to us immediately.

11.3 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 e-mail or by prepaid post to CFH Docmail Limited at St Peter's Park, Wells Road, Radstock, Bath, BA3 3UP and dotpost@cfh.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

11.4 If we have to contact you or give you notice in writing, we will do so by e-mail or by prepaid post to the address you provide to us in your request for the App.

12. **EVENTS OUTSIDE OUR CONTROL**

12.1 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 and capacity of Devices] (**Event Outside Our Control**).

12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- (a) 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; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

13. **OTHER IMPORTANT TERMS**

13.1 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.

13.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

13.3 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.

13.4 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.

13.5 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 non-exclusive jurisdiction.