



FireTAG Website and App – Licence and Terms of Use

PLEASE READ THESE LICENCE TERMS CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT.

THE FIRETAG WEBSITE AND APP ARE INTENDED FOR USE FOR BUSINESS PURPOSES ONLY.

BY CHECKING “ACCEPT” ON ACCOUNT CREATION YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS PLEASE DO NOT CHECK “ACCEPT”.

Who we are and what this agreement does

We FireTAG Ltd of Unit 12 Royson Way, Hurn Road, Dereham, Norfolk, United Kingdom, NR19 1WD license you to use, as permitted in these terms on a non-exclusive basis:

- The FireTAG website, (Website) and any updates or supplements to it;
- The FireTAG mobile application software, (App) and any updates or supplements to it;
- Any related online or electronic documentation (Documentation)
The service you connect to via the Website and App and the content we or your supplier of FireTAG tagged products (Supplier) provide to you through it including your use of and access to your FireTAG Account (as defined below) (Service).

Your privacy and data

We only use any personal data we collect through your use of the Website, App and Services in the ways set out in our **privacy policy**.

Please note where you have purchased a FireTAG tagged product through a third party (Supplier) they may have already set up an account for you on the Website (“your FireTAG Account”). Where this is the case you will have received an email inviting you to confirm your FireTAG Account and download the App which will allow you access to that account. If this is the case your Supplier may access and manage your FireTAG Account and the personal data collected through the Website and App. Whilst we are a data controller, in this case your Supplier will also be a data controller and their privacy policy will apply to their use of any personal data collected through the Website or App or otherwise stored within your FireTAG Account. Your Supplier should have provided you



with a copy of their Privacy Policy at the time they agreed to set you up with your FireTAG Account. If they did not do so you should request one immediately. If you do not wish your Supplier to have access to the personal data collected through your FireTAG Account, then you should notify them and us immediately so that appropriate steps can be taken.

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

In consideration for our granting of the licence to use the Website and App as set out in this Licence, you grant to us a non-exclusive, royalty-free, irrevocable and perpetual licence to use any data submitted by you or collected by us in connection with your use of the Website or App or otherwise stored in your FireTAG Account (Data):

- for the purpose of providing your FireTAG Account, the App and the Website;
- in the course of our business (on an anonymised and/or aggregated basis) for the purposes of maintaining its infrastructure, capacity planning, providing services to other customers, and developing new software and services;
- for the purposes of analysing and commenting on industry trends and developments and to develop our business with existing and new customers (where such Data is anonymised and/or aggregated).

Operating System requirements

The App requires an iOS 13+ or Android 5.0+ device with a minimum of 2GB of memory. We recommend a minimum of 500mb free storage space for the App and data required. Database access can be via any device connected to the internet.

Support for the Website and App and how to tell us about problems

Contacting us. If you want to learn more about the Website, App or the Service or have any problems using them, including if you think the App is faulty or misdescribed please contact us at info@firetag.uk or 01362 293113 or alternatively you can speak to your Supplier who will get in touch with us on your behalf.



How we will communicate with you. If we have to contact you, we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us or where appropriate we may ask your Supplier to contact you on our behalf.

How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download, stream, use and display the App onto as many devices as you require for your business needs.
- use any Documentation to support your use of the App.
- use the Website to access and use your FireTAG Account.
- provided you comply with the Licence Restrictions, make a copy of the App for back-up purposes; and
- 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.

You must be 18 or over to accept these Terms and install the App

You must use this App only for business purposes

You hereby agree to use the Website, App, Documentation and Services wholly for purposes relating to your trade, business, craft or profession and not for any personal purposes.

Changes to these Terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you at least 30 days-notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App or log into your FireTAG Account via the Website. If you do not accept the notified changes you should stop using the Website, App, Documentation and Services.

Update to the Website and App, and changes to the service

From time to time we may automatically update the Website and App and change the Service 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 and the Services although you may still be able to access your FireTAG Account through the Website.

We may collect technical data about your device

By using the Website, App or any of the Services, you agree to us collecting and using technical information about the devices you use the Website and App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

We are not responsible for other Websites you link to

The Website, App or any Service may contain links to other independent websites which are not provided by us. These sites 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, 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 Website, App, Documentation or Services to any person without our permission;
- not copy the Website, App, Documentation or Services, except in respect of the App where this 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 Website, App, Documentation or Services nor permit the Website, App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Website, App and the Services 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 Website, App or the Services 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 obtained by you during such activities:



- 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; and
- is not used to create any software that is substantially similar in its expression to the Website or App;
- is kept secure; and
- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

Acceptable use restrictions

You must:

- not use the App or any Service 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 Website, App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Website, App or any Service;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Website, App or any Service;
- not use the Website, 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
- 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.

Intellectual Property rights

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

Our responsibility for loss or damage suffered by you

No warranties. To the extent permitted under law, we provide no warranties (whether implied or otherwise) to you in relation to the Website, App,



Documents or Services, and to the fullest extent permitted by law all such warranties are excluded. Please refer to your Supplier for details of any warranties which they may provide in respect of the products which you have purchased from them.

The Website, App, Documents and Services are provided for internal use by your business and you agree not to use the Website, App or Documents for any re-sale purposes.

- What we are not liable for. We shall not, in any circumstances, be liable to you, for any of the following flowing from your use of the Website, App, Documentation and/or Services:
 - loss of profits, sales, business, or revenue;
 - business interruption
 - loss of anticipated savings;
 - loss or corruption of data or information;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

To the extent it is not excluded above our total, aggregate, liability to you in respect of your use of the Website, App, Documentation and/or Services shall be limited to £500.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

Check that the Website App and the Services are suitable for you. The Website, App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Website, App and Services meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the Website, App or the Services is delayed by 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. Provided we do this we will not be liable for delays caused by the event.

We may end your rights to use the Website, App and the services



We may end your rights to use the Website, App, Documentation and Services (including your FireTAG Account) at any time by contacting you if you have broken these terms in a serious way. If what you have done can be corrected we will give you a reasonable opportunity to do so.

We may suspend or end, in our sole discretion, your rights to use the Website, App, Documentation and Services (including your FireTAG Account) at any time, without cause, upon giving you 30 days written notice of termination.

No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a Court finds part of this Contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Which Laws apply to this Contract and where may you bring legal proceedings

These terms are governed by English law and the resolution of any dispute in relation to this licence, the App, Documentation or Services is the exclusive jurisdiction of the Courts of England and Wales.