



# ETI APPS - TERMS & CONDITIONS

## 1. GENERAL

- 1.1.** By installing the Application (as defined below), you agree to be bound by these terms of use (“apptterms”). Please review them carefully before installation and/or acceptance.

## 2. DEFINITIONS

The “Application” or “App” shall mean the software provided by ETI Ltd to offer services related to ETI Ltd, ETI Ltd’s services and its partners’ services, to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Application. For the purposes of these terms and conditions ETI Ltd is Electronic Temperature Instruments Ltd.

## 3. DATA PROTECTION

Any information you supply to ETI Ltd when using the Application will be used by ETI Ltd in accordance with its Privacy Policy. ETI Apps do not collect any personally identifiable information, but in common with many commercial apps uses a third-party analytics service to collect anonymous usage information for the purpose of product improvement.

## 4. ETI WEBSITES

ETI Apps may allow you to access certain functionality available on ETI Ltd’s websites. Such access will be governed by ETI Ltd’s Standard Website Terms & Conditions.

## 5. PROPRIETARY RIGHTS AND LICENCE

- 5.1.** All trade marks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by ETI Ltd or by ETI Ltd’s licencees.
- 5.2.** ETI Ltd hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the Application for your business and personal use in accordance with these apptterms.

## 6. CONDITIONS OF USE

- 6.1.** You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, de-compile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.
- 6.2.** The Application is currently made available to you free of charge for your personal or business use. ETI Ltd reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these app terms, at any time and for any reason.
- 6.3.** You acknowledge that the terms of agreement with your respective mobile network provider (‘Mobile Provider’) will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.
- 6.4.** If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.



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### 7. AVAILABILITY

- 7.1.** This Application is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. ETI Ltd will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside ETI Ltd's reasonable control.
- 7.2.** ETI Ltd, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.
- 7.3.** ETI Ltd will not be responsible for any support or maintenance for the Application.

### 8. SYSTEM REQUIREMENTS

- 8.1.** In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access (if required by App), and the necessary minimum specifications ('Software Requirements').
- 8.2.** The Software Requirements for Apple iOS devices and Android OS devices can be found on the relevant App Store page.
- 8.3.** The version of the Application software may be upgraded from time to time to add support for new functions and services.

### 9. TERMINATION

- 9.1.** ETI Ltd may terminate use of any Application at any time.

### 10. LIMITATION OF LIABILITY

- 10.1.** In no event will ETI Ltd be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.
- 10.2.** ETI Ltd is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

### 11. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, and for the avoidance of doubt, ETI Apps are supplied WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.