

End User Licence Agreement

You hereby unconditionally and irrevocably agree as follows:

1. Definitions.
 - a. "EULA" shall refer to this End User License Agreement.
 - b. "Seller" means Community Sparx CIC or any subsidiaries, trading names or business units of Community Sparx CIC.
 - c. "Application" shall mean the Volunteer Car Scheme (VCS) Software and Service provided by the Seller hereunder, and all associated documentation, other written materials and media related thereto. For clarity, the Application includes, but may not be limited to, the VCS.
 - d. "Customer" means any person, organisation, trader, partnership, company or other entity who accesses or uses the Seller's application or other software which is subject to this EULA and regardless of whether they have paid to use of the Application.
 - e. "Use" shall refer to use by the Customer and/or Customer's officials, employees, agents, vendors, contractors, customers or any other entities or individuals using the Application in any capacity whether or not authorised to do so by the Customer.
 - f. "Effective Period" shall mean either:
 - (i) the Trial Period, as defined by the Seller; or
 - (ii) a time period commencing on the Effective Date of Your agreement with the Seller and terminating at the termination thereof.
2. Scope. Upon the conclusion of the Effective Period, the Customer shall cease use of the Application and the Seller may discontinue provision of the Application, provided that, in the event that the Customer's use of the Application extends beyond the actual Effective Period by mutual agreement of the parties or because of a delay by the Seller in withdrawing access to the Application, all provisions herein shall continue to apply.
3. Licence. The Customer is hereby provided a non-exclusive, limited, non-transferrable, revocable (at the Seller's sole discretion), non-sub-licensable, non-assignable right to use the Application during the Effective Period solely in accordance with this EULA.
4. Customer's Network. The Customer acknowledges that all of the Customer's equipment and network infrastructure (including, but not limited to, routers, switches, firewalls, printers, servers, personal computers, tablets, mobile devices and other equipment) is the Customer's sole responsibility.
5. Ownership. The Customer acknowledges that ownership of the Application, including all copyrights, patent rights and all other intellectual property rights related thereto and all modifications and derivative works thereof, are and shall remain the sole and exclusive property of the Seller (and/or its licensors), and that the Customer is granted no rights in or to the foregoing with the sole exception of the limited license set forth in Section 3 above. The Application shall be considered confidential in perpetuity. The Customer shall not disclose it and shall use it only for the purposes specifically contemplated herein. The Customer will hold the Application and any data held therein in confidence and safeguard it from disclosure to third parties, unauthorised reproduction and use and access by third parties.
6. Restrictions. The Customer may not decompile, disassemble, extract or otherwise reverse engineer the Application. The Customer shall not have the right to obtain or use any source code for the Application. The Customer shall not have the right to print, copy, reproduce, distribute, sublicense, modify or in any other manner duplicate the Application, in whole or in part.

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7. Support. This EULA does not require the Seller to provide the Customer with updates, maintenance, support, training or consultancy services for the Application.
8. Permissions and Copyright. The Customer is responsible for all the information provided by them or entered in to the Application and accepts its responsibility to obtain permission for any information held in the Application from the relevant person if needed. The Seller will not be held responsible for information acquired from or provided by the Customer.

Copyright of the completed Application, web designs, images, pages, code and source files created by the Seller and any other Intellectual Properties belong to the Seller unless otherwise agreed to before the contract has started.

The Customer agrees to abide by the terms of any third party software or media included within the Application. Examples of this might include, but are not limited to, Google maps, RSS feeds, Open Source GPL Software etc.
9. Subject Rights and Obligations. The Customer accepts their responsibilities to safeguard and to comply with the rights of data subjects in regards to matters such as the right to correct inaccurate information, the right to obtain a copy of their information saved within the Application and the right to have their personal information deleted from the Application. In the event that the Customer fails to comply with their obligations under Data Protection legislation and regulations and the Seller is required to discharge these obligations instead, the Seller shall be entitled to recover their reasonable costs in so doing from the Customer.
10. Data Controller and Processor. The Customer accepts their role and responsibilities as the Data Controller for information relating to their scheme members and officials and further accepts that the Seller shall discharge its obligations as Data Processor to the best of its abilities.
11. Indemnification. The Customer agrees to use the Application at their own risk and agrees to defend, indemnify, save and hold the Seller harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Seller or its associates that may arise directly or indirectly from the Application as a result of holding, using or making available Customer supplied personal information.

The Customer also agrees to indemnify, hold harmless and defend, the Seller against any liabilities arising out of injury, whether material or immaterial, to property or person caused by the Application, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of inaccurate information that might be harmful to any company, person, business, or organisation.
12. Disclaimers. The Application is provided on an 'as-is' basis, without warranty of any kind. The Seller does not warrant that the Application will meet the Customer's requirements or function as the Customer expects or that the Application will be error-free, virus-free or be available for use by the Customer without interruption. The Seller specifically disclaims any warranties, express or implied including without limitation any warranty title, merchantability or fitness for a particular purpose. The Customer accepts that the Application may include untested software, bugs, back-doors, viruses and other errors, may be subject to interruptions, may have limited functionality, may not process data properly and may not support the Customer's business requirements. The Seller does not give any warranties concerning the quality or accuracy of any outputs or reports provided by the Application and the Customer agrees that the Seller shall not be liable for any damage suffered by the Customer or any third party as a result of use of the Application.

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13. Modifications. The Customer hereby assign to the Seller their entire rights, title and interest (including, without limitation, all patent rights, design rights, copyrights, trade secrets and all other intellectual property rights) in any modifications, improvements or derivative works to the Application which the Customer may propose or make at any time during or after the Effective Period or which the Customer or Seller may jointly make at any time during or after the Effective Period.
14. Feedback. It is understood acknowledged and agreed upon that the Customer will provide the Seller with suggestions, comments and feedback regarding the Application, including but not limited to its usability, bug reports, and testing results. The Seller retains all rights to such feedback. The Customer authorises the Seller to use the feedback provided as it wishes with no compensation to the Customer other than access to the Application during the Effective Period.
15. Limitation of Liability. With the exception of the Customer's indemnity obligations hereunder, in no event will either party be liable for any damages whatsoever, including damages for lost profits, business interruption, lost information, lost revenues, loss of goodwill, loss of anticipated savings, loss of data, the cost of purchasing replacement Application(s) or software, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this EULA or in connection with the Application even if you have been advised of the possibility of such damages. The Seller will have no liability for any claim by the Customer, or against the Customer by a third party, in connection with any reliance upon or failure of the Application or any results displayed by or output from the Application, including any electronic mail resulting from or otherwise related to the Customer's use of the Application, which may or may not include results or output, or the attempt of any of the foregoing, however caused and whether under theory of contract, tort (including negligence), strict liability or otherwise.
16. Termination. The Seller reserves the right to terminate this Agreement and use of the Application at any time and for any reason or no reason at all.
17. Confidentiality. The Customer agrees to keep the terms of this EULA and all information of a confidential nature obtained in the performance of this EULA confidential and not disclose such information to third parties without the Seller's prior written consent.
18. General. This EULA does not create any agency, partnership, joint venture or other profit-sharing arrangement, nor does it create an exclusive relationship between the parties. This EULA shall be governed and construed in accordance with UK law. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. The Application may be subject to export control laws and may be subject to export or import regulations in other countries. The Customer agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import the Software as may be required after delivery to the Customer. Each party shall comply with all applicable laws, rules and regulations associated with this EULA. This EULA constitutes the entire and final agreement and understanding between the parties with respect to the Application and supersedes all prior agreements relating to the Application. Neither party may assign this EULA without the prior written consent of the other party. This EULA may only be modified or supplemented by an instrument executed by an authorised representative of each party. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This EULA may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

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