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End User Licence Agreement EULA

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# End User Licence Agreement

Thank you for using Broker Admin Technology Ltd BAT. This document is the End User License Agreement or EULA that shall apply to your subscription for BAT. It describes what we will provide to you as part of that subscription, the rules that apply to your use of BAT, what guarantees we offer and what happens if things go wrong.

You accept the EULA by clicking the OK button that we present to you when you first access BAT. When you accept the EULA you will enter into an agreement with BAT.

You may also accept the EULA by signing the member agreement which is available at IFAC Ltd <https://ifac.eu/signup>

# 1. Definitions

A “subscription” is an individual right to use BAT for a specific period of time. A subscription can be for the basic functionality of BAT which provide additional functionality that is specific to your business

# 2. Scope

1. During the term of a subscription we will enable you to use the functionality of BAT. If you are an administrator, you will have the right to access the number of subscriptions that you have activated within BAT or another provisioning tool which we have authorized. Your access is at all times subject to full compliance by your users and yourself with this EULA and payment in full of all due subscription fees.
2. For each individual subscription for BAT we will provide you with account access details.
3. If you are not an administrator, you acknowledge that your subscription for BAT is managed by your administrator. Your administrator can access your content and change, restrict or terminate your subscription for BAT.
4. We may elect not to show this EULA to end-users that are not an administrator.
5. To cover for this eventuality, you agree that if you are administrator you will be responsible for ensuring that each end-user acts in accordance with this EULA.

# 3. BAT

1. BAT is an online workspace powered with proprietary software. It integrates IFAC functionality with a branded user interface and Apps that provide functions specific to your business. Documents that you create in BAT are stored for you on that same server. What BAT does is to present your documents and forms to potential customers via an intuitive User Interface. Additional data that is related to business is stored in a unique MS SQL server database created specifically for your subscription.
2. BAT is only fully functional if you have a valid FCA licence and provider agencies. You are responsible for maintaining those throughout the term of the BAT subscription, where applicable to your business.
3. We have integrated BAT by using standard APIs provided by software providers subject to their own standard terms and conditions. We will do our commercial best to maintain this integration. Some providers may however unilaterally change the APIs or the terms and conditions in a manner which will make it impossible for us to continue to provide you with the full or current functionality of BAT. If this happens we will tell you about it and you can terminate the subscription without any costs. Your right of termination will be your only means of redress and you will not be able to claim any related damages from us.
4. You cannot hold us accountable for any malfunctioning of BAT, which is caused by the servers not being available or not functioning properly because of circumstances that are not attributable to us.

# 4. Your obligations

You agree that you will use BAT in a responsible and diligent manner and will refrain from any actions that may lead to a reasonable risk of damages for us. This means for example that you shall not:

* Violate, or encourage the violation of, the legal rights of others;
* Use BAT for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
* Intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature through BAT;
* Interfere with the use of BAT or the equipment used to provide it;
* Test or reverse-engineer BAT for any purpose not specifically allowed by applicable mandatory law;
* Use BAT in a manner not authorized by us, and violate the BAT terms and conditions.

You are responsible for securing your account access details in such a manner that they are reasonably protected against unauthorized use.

# 5. Privacy and information security

1. We will process personal data that is stored within BAT or another provisioning tool utilized by us in accordance with our standard data processing agreement. A signed copy of this agreement is provided on our website. If you are a data controller you can download and co-sign this document to meet your statutory personal data protection obligations. When you do so please send us a .pdf copy of the fully signed agreement.
2. In addition to what is described in our standard data processing agreement we will only perform such processing of personal data which is necessary to verify whether your subscription has actually been paid for, and if this isn’t the case, to enforce our rights in relation to such non-payment.
3. All documents that you or your customers create in BAT will be stored by the server and will be subject to the applicable server terms and conditions, including their own privacy policy which we can provide for you on request. You agree that we do not act as a data controller nor data processor with respect to the personal data that is contained in these documents and that IFAC shall not be liable for any damages incurred by you as a result of any processing of such data. This means for example that we are not liable for any transfers outside of the territory of the European Union of personal data that is contained in documents that have been created in BAT.
4. We have taken great care to contract with a reputable hosting party for the hosting of BAT. This hosting party offers physical, procedural and technical information security controls to a level that we believe is in accordance with the legal requirements set by EU Directive 95/46/EC

# 6. Limitation of liability

1. Our total liability for any damages that you may incur as a result of your use of BAT or our violation of this EULA, is limited to direct damages with a maximum per claim that is equal to the amount you have actually paid as fee for BAT for the relevant domain during the preceding 12 calendar month or £500 if lower. If multiple claims relate to one single incident, these claims shall be regarded as one single claim for the purpose of determining our maximum liability.
2. We are not liable for any indirect damages. Indirect damages include but are not limited to: consequential damages, loss of profit, loss of revenue, loss of savings and damages due to loss or corruption of (customer) data and documents.
3. We exclude all liability for damages related to corruption and loss of documents that you have created in BAT unless the circumstances that have caused these damages are directly attributable to us, in which case the limitation of liability above will apply.
4. Our total liability for damages resulting from damages to property, death or personal injury is limited to an amount of £1,000,000.
5. You agree that to the extent we are liable for damages as described in this article 6 such liability can only be invoked by the administrator and not by regular end-users.

# 7. Term, termination and exit

1. This EULA applies for the term of your subscription(s) for BAT.
2. We can terminate this EULA immediately by sending you an e-mail letter if one of the following situations applies:

* During a period of 3 months we have recorded two or more consecutive violations of this EULA in relation to a single domain;
* In case of a single violation of this EULA if the nature of the violation has the reasonable effect of putting us at risk of a termination by Drupal or Heart Internet or our access to their own API’s that we require to provide BAT to you;

1. After the date of expiration of the term of the subscription we will be entitled to delete all data that we have stored in relation to your subscription.