

## **PLEASE READ THESE LICENCE TERMS CAREFULLY**

1. This End User Licence Agreement (“EULA”) is a legal agreement between You (“the End User” or “the User”) and Building Research Establishment Limited (BRE) of Bucknalls Lane, Watford, Hertfordshire WD25 9XX (“BRE”, “We”, “Us” or “Our”).
2. This EULA sets out on what terms You will be granted access and use of the YellowJacket tool, computer software, and associated media used either on the Website or on the App (“Software”), any related printed or digital documentation (“Documentation”), the YellowJacket tool and any tools, services or Documents offered in conjunction with YellowJacket (“Services) which are available at either;
3. YellowJacket Mobile based application App which is available on IOS, Android and Microsoft Devices (“App”) OR via “the Website” (www.yellowjacket.net).

## **DATA PROTECTION**

4. "Data Protection Legislation" means, before 25 May 2018, the Data Protection Act 1998 and from 25 May 2018, the General Data Protection Regulation (EU 2016/679) and any legislation which amends, re-enacts or replaces it in England and Wales. The definitions and interpretations in the Data Protection Legislation apply to this clause.
5. BRE may collect and Process your Personal Data, however will only do so in compliance with the Data Protection Legislation. For more information on how BRE may Process your Personal Data, please visit the BRE Group Privacy Policy which is available on the BRE Group Website [here](#).
6. By using accepting these terms, You agree to the content of the Privacy Policy and You warrant that all data provided by You to Us is accurate.

## **ACCEPTABLE USE**

7. Our [Acceptable Use Policy](#) which sets out the permitted uses and prohibited uses of Our site. When using Our site, You must comply with this Acceptable Use Policy; failure to do may result in Your access to the Services being denied/revoked.

## **COOKIES**

8. Our [Cookie Policy](#), which sets out information about the cookies on Our site.

## **OPERATING SYSTEM REQUIREMENTS**

9. This App requires a IOS, Android or Microsoft mobile device with a minimum of 6MB of memory and the following operating system and minimum update version;
  - a) iOS – 6 and above

- b) Android – v4.0 and above
- c) Windows – 8.1 and above

#### **SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

10. If You want to learn more about the App or the Services or have any problems using them please refer to the YellowJacket Manual which is available via your YellowJacket My Portal page.

#### **CONTACTING US (including with complaints).**

11. If you think the App or the Services are faulty or wish to contact Us for any other reason, please email Our Customer Service team at [yellowjacket@bre.co.uk](mailto:yellowjacket@bre.co.uk)

#### **HOW WE WILL COMMUNICATE WITH YOU:**

12. If We have to contact You, We will do so by email.

#### **HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON**

13. In return for Your agreeing to comply with these terms You may:

- a) download a copy of the App onto a single device and view, use and display the App and the Services on such device.
- b) use any Documentation to support Your permitted use of the App and the Services.
- c) 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 AGED AT LEAST 18 OR OVER TO ACCEPT THESE TERMS AND ACCESS THE APP**

#### **YOU MAY NOT TRANSFER THE APP TO ANYONE ELSE**

14. We are giving You personally the right to use the App and the Services as set out above in section 13. You may not otherwise transfer the App or the Services to someone else, whether for money, for anything else or for free. If You sell any device on which the App is installed, You must remove the App from it. By accepting these terms You warrant that You will keep your log in details confidential and that You will not grant access to Your account to any third party for any reason.

#### **CHANGES TO THESE TERMS**

15. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which We introduce or otherwise.

16. 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.

17. If You do not accept the notified changes You will not be permitted to continue to use the App or the Services and access will be revoked.

#### **UPDATE TO THE APP AND CHANGES TO THE SERVICES**

18. From time to time We may automatically update the App and change the Services 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.
19. 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 or the Services.

#### **IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

20. If You download or stream the App onto any phone or other device not owned by You, You must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not You own the phone or other device.

#### **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

21. By using the App or any of the Services, You agree to Us collecting and using technical information about the devices, software, hardware and peripherals to improve Our products and to provide any Services to You.

#### **WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)**

22. We will make use of location data sent from Your devices. If You use these Services, You consent to Us and Our affiliates' and licensees' transmitting, collecting, retaining, maintaining, processing and making use of Your location data and queries to provide and improve location-based and health and safety based products and services.
23. You may stop Us collecting such data at any time by turning off the location services settings on Your Device.

#### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

24. The App or any Service may contain links to other independent websites which are not provided by Us. Such independent sites are not under Our control, and We are not responsible for and have not checked nor have We approved their content or their privacy policies (if any).
25. 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**

26. You agree that you will:
  - a) not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from Us;

- b) not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- c) not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programmes, except as necessary to use the App and the Services on devices as permitted in these terms;
- d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services.
- e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any of the Services.

#### **INTELLECTUAL PROPERTY RIGHTS**

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

#### **TRADEMARKS**

- 28. "YellowJacket" [2573177] and the Yellowjacket logo [2594555] are licenced to BRE who has a registered interest in these marks.
- 29. You may only use these marks with express written permission from Us. In the event permission is granted, You must comply with any requests and/or instructions that We may provide from time to time.

#### **LICENCES GRANTED BY YOU**

- 30. When You upload or post content to our site, You grant BRE, its affiliates and subsidiaries a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that User Content in connection with the Services provided by the Website, App and across different media.
- 31. You also grant BRE, its affiliates, its subsidiaries and its partners, a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of and display for marketing and promotion of the Services, BRE and any other associated brands.

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

32. We do not accept any responsibility for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the Services and or the Website.
33. BRE is not responsible for the content or reliability of any of the linked websites and does not necessarily endorse the views expressed within them. Listing shall not be taken as endorsement by Us of any kind.
34. You should be aware that You use the Website or App, the Services and all relevant Content at Your own risk.
35. Nothing in these terms and conditions excludes or restricts BRE's liability for death or personal injury resulting from any negligence or fraud on Our part.
36. You acknowledge that the Software 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 Software as described in the Documentation meet Your requirements.

#### **WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS**

37. We may end Your rights to use the App and Services at any time giving thirty (30) days written notice, which will be sent either via email or via a pop up message within the App.

#### **WE MAY TRANSFER THIS EULA TO SOMEONE ELSE**

38. We may transfer Our rights and obligations under these terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the EULA.

#### **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

39. You may only transfer Your rights or Your obligations under these terms to another person if We agree in writing.

#### **NO RIGHTS FOR THIRD PARTIES**

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

#### **IF A COURT OR TRIBUNAL FINDS PART OF THIS EULA ILLEGAL THE REST WILL CONTINUE IN FORCE**

41. Each of the paragraphs of this EULA operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**EVEN IF WE DELAY IN ENFORCING THIS EULA WE CAN STILL ENFORCE IT LATER**

42. Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this EULA that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

**WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

43. Any dispute arising out of or in connection with this Licence, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

- a. The number of arbitrators shall be one.
- b. The seat, or legal place, of arbitration shall be London.
- c. The language to be used in the arbitral proceedings shall be English.
- d. The governing law of the Licence shall be the substantive law of England and Wales

**PLEASE READ THESE LICENCE TERMS CAREFULLY**

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS AND THE TERMS CONTAINED WITHIN ALL DOCUMENT REFERENCED WITHIN THESE TERMS WHICH WILL LEGALLY BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

**[ACCEPT]**

**[REJECT]**

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