



APPENDIX F

# The PCA App

## APPENDIX F - The PCA App

### 1 LICENCE

1.1 This licence agreement (Licence) is a legal agreement between PCA (We, Us, Our), and You (You, Your) for the PCA App software, data supplied with such software, any associated media and the provision of analysis and reporting services (the Service).

1.2 Where the Service is downloaded on a mobile telephone or handheld device (Device(s)) as an application (i.e. as the PCA App), You will be assumed to have obtained permission from the owners of the Device(s) that are controlled, but not owned, by You. You and they may be charged by Your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this Licence for the use of the PCA App or any Service on or in relation to any Device, whether or not it is owned by You.

1.3 BY:

- (a) SUBSCRIBING FOR THE SERVICE OR SUBMITTING AN APPLICATION TO SUBSCRIBE; OR
  - (b) DOWNLOADING THE APP; OR
  - (c) CLICKING ON ANY "ACCEPT" BUTTON SETTING OUT THESE LICENCE TERMS; OR
  - (d) USING THE SERVICE;
- YOU INDICATE ACCEPTANCE OF THIS LICENCE. SUCH ACCEPTANCE IS EITHER ON YOUR OWN BEHALF OR ON BEHALF OF ANY CORPORATE ENTITY WHICH EMPLOYS YOU OR WHICH YOU REPRESENT (CORPORATE LICENSEE) AND THE TERMS OF THIS DOCUMENT WILL BIND YOU, AND/OR THE CORPORATE LICENSEE AS APPLICABLE.

### 2 DEFINITIONS

2.1 In this Licence, the following expressions shall have the following meanings:

<b>Account</b>	the account which will be established prior to the commencement of the Service and which We will use for invoicing for the Services;
<b>Confidential Information</b>	means all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Data (as defined under Data Protection Laws), in all cases whether disclosed orally or in writing during the term of the Licence;
<b>Data Protection Laws</b>	the statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;
<b>Documents</b>	manuals or other documentation provided Us for use in connection with the Software;
<b>Privacy Notice</b>	means a notice in writing containing a policy on Web Users' privacy rights and information on the collection and use of personal data;
<b>Report(s)</b>	the text, numerical and graphical analyses and comparisons containing Triggarr Data in accordance with the Settings established within an Account;
<b>Settings</b>	the individual parameters selected by You which together decide the information that will be included in a Report;
<b>Software Tag</b>	the Tag and the PCA App Software; the piece of code or javascript (or any updates to such code or javascript) which is attached to Your Web Resources for the collection of data and information on Web Users and User Hits which will contribute to the Triggarr Data;
<b>Third Party</b>	Any third party: <ul style="list-style-type: none"> <li>(a) to which You provide access to Your Account or</li> <li>(b) for which You use the Service to collect information on the third party's behalf;</li> </ul>
<b>PCA App</b>	the PCA product for the sector analysis which aggregates Your PCA App Data to

enable high level comparisons of the performance by Your business, with your sector peers and the entire PCA customer database;

**PCA App Data** the information which is obtained from the activities undertaken by Web Users;

**PCA App Software** the software operated by Our servers which conducts analyses and provides Reports containing the PCA App Data;

**User Hits** (a) a file from Your Web Resource being sent to a Web User's browser; and/or (b) a Web User making a page view (which may comprise of multiple files);

**Web Resource** a Website, Web page or any other resource which You own or control that sends information to the Software and Service;

**Web User** a person who visits a Web Resource.

2.2 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

### 3 GRANT OF LICENCE

3.1 In consideration of Your agreement to the terms of this Licence, We grant You:

- (a) a limited, revocable, non-exclusive, non-sub licensable right to download the PCA App to use the Service; and
- (b) the ability to download Your Reports using the Service by downloading the PCA App from the Apple App Store and then logging in to your individual client account.

3.2 You may not use, copy, modify or transfer the Software or PCA App (including any related Documents) or any copy, in whole or in part, including any print-out of all or part of any database, except as expressly provided for in this Licence. If You transfer possession of any copy of the Software or PCA App to another party except as provided in this Licence, Your licence is automatically terminated. You may not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software or PCA App, except as expressly permitted by law. You may not vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software or Service.

3.3 You must:

- (a) not use the Software or Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Licence, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software or Service or any operating system;
- (b) not infringe Our intellectual property rights or those of any third party in relation to Your use of the Software or the Service;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to Your use of the Software or the Service;
- (d) not use the Software or Service in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from the Service or Our systems or attempt to decipher any transmissions to or from the servers running the Service.

### 4 FEES AND SERVICE

4.1 The initial PCA App will be provided free of charge. Additional service and feature upgrades will be available the costs of which will be clearly displayed on Our website and/or within the PCA App itself.

4.2 We may change Our fees and payment policies for the Service from time to time including the addition of costs for fees charged to Us or Our subsidiaries by third party suppliers for the inclusion of data in the Reports. Any amendments to the fees or payment terms are effective upon Your acceptance of those changes which will be notified to You by email and/or included within Your PCA Customer Account section. Unless otherwise stated, all fees are quoted in Pounds Sterling. Any outstanding balance becomes immediately due and payable upon termination of this Licence and may be charged to and collected by the mechanism used to invoice Your Account.

- 5 ACCOUNT PASSWORD AND SECURITY**
- 5.1 You are solely responsible for:
- maintaining the confidentiality and security of Your passwords and any Account codes and licence keys;
  - updating Your Account and password information with any changes;
  - all activities conducted in connection with Your Account;
  - reviewing and complying with all user policies and instructions relating to the Service; and ensuring awareness of and compliance with all applicable laws (including Data Protection Laws) to which You may be subject.
- 6 PRIVACY**
- 6.1 You will not (and will not allow any third party to) use the Service to track, collect or upload any data that personally identifies an individual (such as a name, email address), or other data which can be reasonably linked to such information by Us.
- 6.2 You will maintain and comply with an appropriate Privacy Notice and will comply with all applicable laws, policies, and regulations relating to the collection of information from Your Web Users. You must ensure that Your Privacy Notice is readily accessible by Web Users and You must provide information of Your use of Tags and the ability of the Tags to collect the Triggarr Data
- 6.3 You will use commercially reasonable efforts to ensure that a Web User is provided with clear and comprehensive information about, and consents to, the storing and accessing of Tags or other information on a Device where such activity occurs in connection with the Service and where providing such information and obtaining such consent is required by law.
- 6.4 By using the PCA App or the Service, You consent to Us collecting and using technical information about the Devices and related software, hardware and peripherals that are internet-based or wireless to improve the Service and to provide services to You.
- 7 CONFIDENTIALITY**
- Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of undertaking its obligations under this Licence or if required by law, any regulation or a court order.
- 8 INDEMNIFICATION**
- 8.1 To the extent permitted by applicable law, You will indemnify, keep indemnified, hold harmless and defend Us from and against any and all Losses arising out of or relating to any and all:
- claims arising from or relating to the use of the Service (whether by You or Your affiliates contractors, employees customers, agents or Your Web Users);
  - violations of this Licence;
  - violations or infringement of any intellectual property, right to privacy or other right of any person or organisation.
- 9 THIRD PARTIES**
- If You use the Service on behalf of the Third Party or a Third Party otherwise uses the Service through Your Account, whether or not You are authorized by Us to do so, then You represent and warrant that (a) You are authorized to act on behalf of, and bind to this Licence, the Third Party to all obligations that You have under this Licence, (b) We may share with the Third Party any Triggarr Data that is specific to the Third Party's Web Resources, and (c) You will not disclose Third Party's Triggarr Data to any other party without the Third Party's consent.
- 10 DISCLAIMER OF WARRANTIES**
- To the extent permitted by applicable law, except as expressly provided for in this Licence, We makes no other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of satisfactory quality, fitness for a particular use and non-infringement.
- 11 LIMITATION OF LIABILITY**
- 11.1 You acknowledge that the PCA App is provided on an "as is" basis and any indemnities, warranties, terms of use (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.
- 11.2 Subject to clause 10, We will use reasonable endeavours to verify the accuracy of any information on or available through the Service but make no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the Software or the PCA App or that they will be timely or error-free, that defects will be corrected, or that the servers that makes the Service available are free of viruses or bugs. We accept no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on or available through the Service.
- 11.3 Except in respect of personal injury or death caused directly by Our negligence, in no event will We be liable to You for any damages, including any lost profits, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the use of or inability to use the PCA App, even if We have been advised of the possibility of such damages. Nothing in this Licence limits liability for fraudulent misrepresentation.
- 12 PROPRIETARY RIGHTS**
- 12.1 You acknowledge that all intellectual property rights in the PCA App, the Software, Service and Documents anywhere in the world belong to Us or Our licensors, that such rights are licensed (not sold) to You, and that You have no rights in, or to, the PCA App, the Software, Service and Documents, other than the right to use each of them in accordance with the terms of this Licence.
- 12.2 You acknowledge that You have no right to have access to the Software or the PCA App in source-code form.
- 13 TERM AND TERMINATION**
- 13.1 Either party may terminate this Licence at any time without notice.
- 13.2 Upon any termination of this Licence, We will stop providing, and You will stop accessing the Service; and You will delete all copies of PCA App and Software in any form.
- 13.3 In the event of any termination:
- You will not be entitled to any refunds of any usage fees or any other fees, and
  - any outstanding balance for Service rendered until the date of termination will be immediately due and payable in full and
  - all of Your historical Reports will no longer be available to You.
- 14 MISCELLANEOUS AND APPLICABLE LAW**
- You agree that We shall have the right, after supplying undertakings as to confidentiality, to audit any computer system on which the Software and Service are installed in order to verify compliance with this Licence.
- 14.1 Each party irrevocably agrees that the courts of the country of **England and Wales** shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence and the laws of England and Wales shall govern such controversy or claim.
- 14.2 This Licence constitutes the complete and exclusive statement of the agreement between the You and Us with respect to the subject matter of this Licence and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
- 14.3 Any clause in this Licence that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence shall not be affected by that deletion.
- 14.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence nor prejudice that party's right to take subsequent action.
- 14.5 This Licence is personal to You and You may not assign, transfer, sub-contract or otherwise part with this Licence or any right or obligation under it without Our prior written consent.
- 14.6 Should You have any questions concerning this Licence please feel free to email [legals@postcodeanywhere.com](mailto:legals@postcodeanywhere.com).