

Solo End User License Agreement

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

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

We recommend that you print a copy of these terms for your future reference.

Who we are and what this agreement does

We, Paxton Access Limited, of Paxton House, Home Farm Road, Brighton, BN1 9HU, United Kingdom license you to use:

- Paxton Solo mobile application software, the data supplied with the software, ("**App**") and any updates or supplements to it; and
- the service you connect to via the App and the content we provide to you through it ("**Service**"),

as permitted in these terms.

We don't give business users all the same rights as consumers

Business users of the App do not have all the same rights as consumers. For example, in the United Kingdom and in the United States of America, we don't compensate business users in the same way for any losses that may be caused by us, the App or the Service. Where a term applies just to business users or just to consumers, this is clearly stated. You are a business user if you are using the App wholly or mainly in connection with your trade, business, craft or profession, even if you are an individual.

Your privacy

Please refer to Paxton's data privacy policy at <https://www.paxton-access.com/about/compliance-policies/> to see how Paxton processes your personal data.

Google Play's and App Store's terms also apply

The ways in which you can use the App may also be controlled by the Google Play or the App Store rules and policies, as the case may be. For further information please refer to <https://play.google.com/about/play-terms/> or <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>.

Operating system requirements

The App requires a device with certain memory and operating system requirements. This information is provided in Google Play or the App Store and it is important that you read this information.

Support for the App and how to tell us about problems

Support. If you want to learn more about the App or the Service or have any problems using them please visit <https://www.paxton-access.com/> or email our customer service team at support@paxton.co.uk or call them on 01273 811011.

Contacting us (including with complaints). If you think the App or the Service is faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@paxton.co.uk or call them on 01273 811011.

How we will communicate with you. If we have to contact you we will do so by email, using the contact details you have provided to us.

How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto as many devices as you like and view, use and display the App and the Service on such devices for your personal purposes only;
- provided you comply with the 'Licence restrictions' (see below), make as many copies of the App as you like for back-up purposes; and
- 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.

Age restrictions

You must be 18 or over to accept these terms and use the App.

You may not transfer the App to someone else

We are giving you personally the right to use the App and the Service as set out in '*How you may use the App*' (see above). You are not allowed to transfer the App or the Service 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.

Changes to these terms

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

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.

We will ask you to confirm your agreement to the revised terms when you next start the App. If you disagree with the revised terms, you may terminate this contract with immediate effect by contacting our Support team (see above). If you do not terminate the contract, your continued access to or use of the App and Services will constitute acceptance of the revised terms.

Update to the App and changes to the Service

From time to time we may automatically update the App and change the Service 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.

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 the Service.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

We can suspend the supply of the App and the Service. We may do this:

- to deal with technical problems or make minor technical changes;
- to update the App and/or the Service to reflect changes in relevant laws and regulatory requirements;

- to make changes to the App and/or the Service (see 'Update to the App and changes to the Service'); or
- if the system administrator of your access control system that you connect to via the App has not paid us.

We will contact you in advance by sending you an email to tell you we are suspending supply of the App and the Service, unless the problem is urgent or an emergency.

In-App Purchases

The app may offer in-app purchases that allow you to access additional features, content, or virtual goods. All in-app purchases are processed through the app store associated with your device (e.g., Apple App Store, Google Play Store) and are subject to their payment terms and policies.

Once a purchase is completed, it is final and non-refundable, except as required by applicable law or the app store's policies. You are responsible for ensuring that you have proper authorization for all in-app purchases made through your account.

The availability and pricing of in-app purchases may change at any time without notice. We are not responsible for any issues arising from unauthorized purchases or errors during the transaction process.

If you have questions about in-app purchases, please contact us at support@paxton.co.uk or call them on 01273 811011.

We can withdraw the App and the Service

We can stop providing the App and the Service to users. Where we can, we will try to let you know about this at least 90 days in advance.

If someone else owns the phone or device you are using

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 are not responsible for other websites you link to

The App or any Service may contain links to other independent websites that are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

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

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Service in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or the Service, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or the Service nor permit the App or the Service or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Service on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Service nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), or that this is necessary to use the App, and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- if you are a business user, comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

Acceptable use restrictions

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose;
- not use the App or any Service in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Intellectual property rights

All intellectual property rights in the App and the Service throughout the world belong to us (or our licensors) and the rights in the App and the Service are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Service other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

Our responsibility to consumers. We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before installing the App meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section '*We are not responsible for events outside our control*'.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- **A business loss.** We only provide the App and the Services for your domestic and private use. If you use the App or the Services for any commercial, business or re-sale purpose, we have no responsibility to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our liability to businesses. If you are a business, then, except in respect of the losses described in '*Losses we never limit or exclude*':

- we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £100.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our responsibility for:

- death or personal injury caused by our negligence (i.e. if we fail to take reasonable care or exercise reasonable skill in the performance of a contract), or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation (i.e. if we deliberately tell you something that is untrue, which you then reasonably rely on); or
- any other matter in respect of which it would be unlawful for us to exclude or restrict liability.

Limitations to the App and the Service. The App and the Service are provided for access control purposes only. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Service are suitable for you. The App and the Service have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Service (as described on the Google Play site or the App Store site, as the case may be) meet your requirements.

We are not responsible for events outside our control. If our provision of the Service or support for the App or the Service is delayed by an event outside our control (whether caused, for example by inclement weather, fire, flood or other natural disaster, accident, trade dispute not caused by us, government action, epidemic, pandemic, or any other reason beyond our control) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

We may end your rights to use the App and the Service if you break these terms

We may end your rights to use the App and Service at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Service:

- You must stop all activities authorised by these terms, including your use of the App and any Service.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App that you have and confirm to us that you have done this.
- We may cease providing you with access to the Service.

We may transfer this agreement to someone else

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 contract.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

If you are a business user this is our entire agreement with you

If you are a business user these terms constitute the entire agreement between us in relation to the App and the Service. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

No rights for third parties

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any these terms or provisions are unlawful, the remaining terms and provisions will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

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 contract, 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

These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in and if you are a consumer in the United States of America, we can claim against you in the courts of the state in which you live. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.