

inspired mobile

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This EULA is not intended to answer every question or address every issue raised by use of the Software. Inspired reserves the right to change these terms at any time in which case Inspired will make reasonable efforts to communicate these changes to you.

By registering, or a login being provided, to use the Software you acknowledge that you have read and understood this EULA and have the authority to act on behalf of any Customer or Reseller for whom you are using the Software.

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This EULA is a legal agreement between (a) you (an individual in your own personal capacity, an agent, or, where you use the Software on behalf of your employer, the company or other legal entity with whom you are employed) and (b) Inspired Mobile Limited of 7th Floor, Elizabeth House, York Road, London, SE1 7NQ, UK ("Inspired"). This EULA governs your use of the Software as a Customer or Reseller (defined below).

The Software contains pre-release "alpha" or "beta" code, which may not be fully functional and which Inspired may substantially modify in producing any "final" version of the Software. Inspired provide no assurance that it will ever produce or make generally available a "final" version of this Software.

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 - a. You may resell Inspired Software ('Reseller') by either generating a Reseller account during sign-up or a Reseller login being sent to you
 - b. Resellers are not acting as agents for its customers when they use the Software remain primarily liable to Inspired for all fees and other liabilities under this EULA.
 - c. Where Resellers are acting as agents, the Resellers customer will need to create their own account and agree to the terms of this EULA.
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 - d. **ASSIGNMENT.** Except where expressly permitted you may not sublicense, assign or transfer this EULA or your right to use the Software.



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7. **TERM.** This EULA and its conditions are effective from the Effective Date and shall remain effective until either Inspired or you terminate the EULA in accordance with Clause 10 below.
8. **ACCOUNTS and PAYMENTS.**
 - a. Free accounts are available for two (2) weeks called the 'Trial' period. Once the Trial has ended you will be auto enrolled onto the small package.
 - b. There is a monthly subscription fee (excluding any taxes and duties) payable in accordance with your account type (which Inspired may change on notice to you). The monthly subscription may not be applicable for certain Reseller accounts.
 - c. Your access to and use of the Software is conditional upon a valid debit/credit card being associated to the account
 - d. Top ups are available in the Software and will be billed immediately to your debit or credit card
 - e. Any credits that fall due to you (including credits for services that Partners fail to deliver (Clause 9)) will remain in your account until fully utilised and may not be exchanged for cash payments of refunds (even on Termination).
9. **CAMPAIGNS.**
 - a. For EULAs to build marketing campaigns within Inspired "Campaigns" a variety of "Channels", currently defined as but not limited to Research, Media, SMS, Email, WiFi, CRM, Codes will need to be selected. Inspired works with some third party suppliers ('Partners') to deliver certain Channels and are reliant upon the Partner to fulfil the Campaign.
 - b. Inspired will use reasonable endeavours to ensure that Partners deliver Campaigns but Inspired will not be liable and is not responsible for any failures on the part of the Partners to deliver Campaigns. Inspired's liability in respect of any such failure of a Partner to deliver a Campaign shall be limited to the provision of a credit in your account.
 - c. You confirm, represent, and warrant that you are the owner or have the necessary licenses, rights, consents, and permissions in respect of any content material, assets, video ('Creative') uploaded for use within Inspired
 - d. You warrant that any Creative produced for a Campaign complies with applicable law, regulation or ordinance of each country in which it will be used.
 - e. Inspired does not guarantee the times, dates or positions of Channels within a Campaign but will use reasonable efforts to comply with your wishes for the Campaign. You will have the discretion as to whether to amend, extend or pause a Campaign, and credits will be applied to your account.
10. **TERMINATION.** Either Inspired or you may terminate this EULA:
 - a. by cancelling your Inspired subscription by providing one months' notice directly within Inspired.
 - b. if either party is in material breach of its obligations under this EULA and has failed to remedy such breach within 30 days of a written notice to do so
 - c. if either party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken



in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

11. CONSEQUENCES OF TERMINATION. On termination for any reason:

- a. all rights granted to you under this EULA shall cease;
- b. you shall cease all activities authorised by this EULA;
- c. you shall immediately pay to Inspired any sums due to Inspired under this EULA; and
- d. you shall immediately destroy or return to Inspired (at Inspired's option) all copies of the Software then in your possession, custody or control and produce a certification from your director to Inspired that you have done so.
- e. Resellers on month billing will be required to pay the final bill within 30 days.
- f. Inspired will keep all Campaign data for a period of 3 months after Termination
- g. all credit must be used up within notice period and cannot not be returned within the notice period of cancellation

12. DATA AND PRIVACY POLICY

- a. Inspired and its Partners collect anonymous non-personally identifiable information ('Non-PII' from Campaigns which may include location data. Inspired and its affiliates also collect personal, identifiable information ('PII') with the data used in accordance with Inspired's. Details of the PP can be found at <https://inspired-mobile.com/privacypolicy.html>
- b. Collection/Use of Data. You agree that Inspired, its subsidiaries, Partners and its affiliates may collect and use any data collected from your Inspired account for marketing, data analysis and support services. The collection and use of Non-PII collected shall be governed by the PP and in accordance with any relevant privacy law.
- c. Inspired shall use reasonable endeavours to keep all data confidential.
- d. You have the right to use any Non-PII obtained by Inspired through your Campaigns.

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17. APPLICABLE LAW AND JURISDICTION. This EULA is governed by the laws of England and Wales and the Courts of England and Wales shall have the exclusive jurisdiction to hear any dispute under it.
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