

# inspired mobile

Welcome to Inspired's multi-channel marketing cloud based proprietary software and platform ('Software') for individuals and employees from any sized businesses ('Customers') to help run campaigns.

Do not use this Software until you have carefully read and accepted the following End-User License Agreement ('EULA').

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.

## End User License Agreement

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.

Your right to access and use the Software is conditional on your agreement to all terms and conditions of this EULA and is effective immediately once Inspired provides you with a login to the Software ('Effective Date').

1. **GRANT OF LICENSE.** Inspired grants the following license provided you comply with all terms and conditions in this EULA:
  - a. **Use.** You may use the Software on a single computer. You must not copy, back-up, modify or distribute the Software. Inspired will make archival or back-up copies of the Software including all relevant data.
  - b. **Reservation of Rights.** Inspired reserve all rights not expressly granted to you in this EULA.
2. **RESELLING SOFTWARE**
  - 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.
3. **ADDITIONAL SOFTWARE.** This EULA applies to updates or supplements to the original Software provided by Inspired unless Inspired provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.
4. **RESTRICTIONS OF USE.**
  - a. **Third Party Restrictions.** You may not, sell, transfer, rent, lease or lend the Software or use the Software for the commercial benefit of any third party.
  - b. Where a Reseller account has been set up you will remain responsible for all activity carried on under that account.
  - c. **LOGIN CREDENTIALS.** You may not pass on your login credentials to any third party.
  - d. **ASSIGNMENT.** Except where expressly permitted you may not sublicense, assign or transfer this EULA or your right to use the Software.



5. **PROPRIETARY RIGHTS.** All intellectual property rights in the Software are owned by Inspired and are protected by internationally enforceable laws, including but not limited to copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. You shall not remove any product identification, copyright notices or proprietary restrictions from the Software.
6. **PROHIBITION ON REVERSE ENGINEERING.** You undertake that you shall not reverse engineer, decompile, or disassemble the Software or otherwise take any steps to ascertain how the Software works with a view to recreating its functionality (and you undertake that you will not authorise or instruct any third party to do so), except and only to the extent that the right to do so is mandated under any applicable law. The provisions of this Clause 6 shall survive the termination of the EULA for any reason.
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 or 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 month's 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.

13. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSPIRED AND ITS PARTNERS PROVIDE THE SOFTWARE AND ITS SERVICES UNDER THIS EULA "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, GUARANTEES, AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES, GUARANTEES, OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE.

14. INDEMNIFICATION. YOU SHALL INDEMNIFY INSPIRED AGAINST ALL LIABILITIES, COSTS, EXPENSES, DAMAGES AND LOSSES (INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES, LOSS OF PROFIT, LOSS OF REPUTATION AND ALL INTEREST, PENALTIES AND LEGAL COSTS (CALCULATED ON A FULL INDEMNITY BASIS) AND ALL OTHER REASONABLE PROFESSIONAL COSTS AND EXPENSES) SUFFERED OR INCURRED BY INSPIRED ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF YOUR OBLIGATIONS UNDER THIS EULA.

15. LIMITATION OF LIABILITY. Subject to any liability of Inspired for death or personal injury caused by its negligence or for fraudulent misrepresentation or any express prohibition under local law, and notwithstanding any damages that you might incur, the entire liability of Inspired and any of its Partners under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you separately for the Software Product or U.K. £5000.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INSPIRED OR ITS PARTNERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF INSPIRED OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.



16. CAPACITY AND AUTHORITY TO CONTRACT. You represent that you are of the legal age of majority in your state of residence and, if applicable, you are duly authorized by your employer to enter into this EULA.
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.
18. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the INSPIRED Product) is the entire agreement between you and Inspired relating to the Software and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Inspired policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall prevail.

Third Edition: July 2017

