



# End User Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY

## 1. End User Terms of Service

- 1.1. Keamore Limited (incorporated and registered in England and Wales with company number 06689064 whose registered office is at New Garth House, Upper Garth Gardens, Guisborough TS14 6HA and email address at [sales@symterra.com](mailto:sales@symterra.com) ("Keamore", "we", "our", "us") has developed a software platform, called SymTerra, which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of construction site management. The firm you are an employee, contractor, or related party of (Keamore's "Client"), has purchased a user subscription to use Keamore's services in respect of its business operations regarding a property construction and development project the Client is carrying out (each a "Project"). Accordingly, as you are undertaking work on the Client's behalf in connection with a Project, you have been granted access to use SymTerra.
- 1.2. This terms of service (the "Terms of Service") is a legal agreement between you as the end user of the Client's user subscription of the software platform ("you") and us for use of:
  - SymTerra and any associated media, applications and data ("Software"); and
  - any associated printed materials and/or online and electronic documentation setting out the description of Keamore's services and user instructions for the services made available to the Client ("Documentation"),the "Software" and "Documentation", collectively referred to as the "Services".
- 1.3. "You" can refer to both the Client and yourself as the end user of the Services, where applicable.
- 1.4. Your use of the Services is provided on the basis of the SaaS Agreement between us and the Client relating to a Project (the "SaaS Agreement") and this Terms of Service is ancillary to that agreement. We do not sell the Services to you. We remain the owners of the Services at all times.
- 1.5. These Terms of Service apply to all end users of the Services. By using the Services you signify your acceptance of these Terms of Service and, to the extent that we process any of your personal data as a data controller, Keamore's Privacy Notice (which can be accessed here <https://www.symterra.co.uk/privacy>, which are incorporated by reference into these Terms of Service and made a part hereof. If you do not agree to the Terms of Service, you must discontinue using the Services.
- 1.6. Please note, as indicated above, your use of the Services is ultimately governed by the SaaS Agreement and, in the event of conflict between any term of this Terms of Service and any term of the SaaS Agreement, the terms of the SaaS Agreement shall prevail.

## 2. Rights to access the Services

- 2.1. Your right to access and use the Services is granted in accordance with the terms of the SaaS Agreement and these Terms of Service are supplementary to that agreement. To the extent use of the Services requires login information, the foregoing does not automatically grant you a right of access and you must obtain login information as required.
- 2.2. The Services are only for use by the Client and their officers, agents and employees in relation to the Client's Projects. Neither you nor the Client have any right to provide access to the Services to any third parties, either as part of your/your Client's services or to resell the Services to third parties.
- 2.3. Failure to comply with clause 2.2, may result in immediate suspension and/or termination of your right to access and use the Services.

### 3. Scope of Use

- 3.1. In relation to your use of the Services you agree to keep your password secure for the duration of your use of the applicable Services and Documentation and keep your password confidential.
- 3.2. You may:
  - 3.2.1. Use the Services for your internal business purposes only in connection with the applicable Project.
  - 3.2.2. Use any relevant Documentation to support your permitted use of the Services.
- 3.3. In the event of any unauthorised access to, or use of, the Software and/or the Documentation, please promptly notify Keamore via the address indicated in Clause 1.

### 4. Restrictions

- 4.1. Any unauthorised use of the Services is prohibited. Except as expressly set out in these Terms of Service or as permitted by local law, you may not use the Services to:
  - 4.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
  - 4.1.2. license, sell, rent, lease, loan, merge, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make all or any part of the Services available to any third party (other than as permitted under this Licence);
  - 4.1.3. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
  - 4.1.4. access all or any part of the Services in order to build a service which competes with the Services.
  - 4.1.5. use the Services and/or Documentation to provide services to third parties;
  - 4.1.6. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as permitted under this Terms of Service;
  - 4.1.7. determine the site architecture or extract data or information about usage, individual identities of other users of the Services via use of any network monitoring or discovery software or otherwise;
  - 4.1.8. monitor, copy, scan, review, index, mirror, ping or validate the Services via robot, spider, other automatic software or device, process, approach or methodology, manual or otherwise (methods such as web scraping, harvesting, data extraction, data validation or verification are prohibited);
  - 4.1.9. introduce or permit the introduction of, any computer virus, worm, defect, trojan horse, or any other item of a destructive nature, or to upload any virus or malicious code into our network and/or information systems;
  - 4.1.10. access, store, distribute or transmit any false, misleading, fraudulent or illegal communications, information or data;
  - 4.1.11. phish, spoof, commit illegal or fraudulent activity, or violate laws in any applicable jurisdiction or facilitate illegal activity;
  - 4.1.12. access unauthorised information;
  - 4.1.13. promote unlawful violence;
  - 4.1.14. solicit information from minors or harm or threaten to harm minors;
  - 4.1.15. attack, threaten violence, stalk, harass, incite, harm, or intimidate any other user, person or organisation, or engage in any other threatening or unlawful behaviour;
  - 4.1.16. access, store, distribute or transmit or post any material that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libellous, fraudulent, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;



- 4.1.17. transmit or distribute any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, surveys, or any other form of solicitation or mass messaging, whether commercial in nature or not;
- 4.1.18. export or re-export the Services or any portion thereof;
- 4.1.19. access, store, distribute or transmit any material that is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 4.1.20. access, store, distribute or transmit any material that is otherwise illegal or causes damage or injury to any person or property.

In the event of any unauthorised use of all or any part of the Services, we reserve the right, without liability, to disable your access to any material that breaches the provisions of this clause. We also reserve the right to take further action, such as cancelling your access to the Services, as set out in further detail in clause 11.

## 5. Intellectual Property Rights

- 5.1. Except as expressly provided in these Terms of Service, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights to you. You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us and that you have no intellectual property rights in, or to, the Services or the Documentation other than the right to use the Services in accordance with the terms the SaaS Agreement (and the supplementary terms of this Terms of Service). Keamore, SymTerra, the Keamore logo, SymTerra logo, and all other Keamore and SymTerra trademarks, service marks, copyright, product names, and trade names of Keamore and SymTerra appearing on or in conjunction with the Services are owned by Keamore and/or its affiliates. Except as expressly stated under the SaaS agreement, Keamore does not grant you or the Client the right to use or display any of Keamore's trademarks, copyright, service marks, product names, trade names or logos without Keamore's prior written consent.

## 6. Registration

- 6.1. In order to utilise the Services effectively, you may be required to provide certain contact, registration and account information as part of a registration process. Accordingly, you agree to provide accurate and complete registration information. It is your responsibility to inform Keamore of any changes to that information, so that your information is kept accurate and up to date.

## 7. Confidentiality

- 7.1. Keamore makes no guarantee of confidentiality or privacy of any communication or information transmitted to or arising from the applicable Services. You acknowledge that others may read and view your communications without your knowledge. Keamore does not control or endorse the content, messages or information posted by other third-party users while using the applicable Services.

## 8. Errors and Corrections

- 8.1. Keamore does not represent or warrant that the Services will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. Keamore does not warrant or represent that postings or information available on or through the Services will be correct, accurate, timely, or otherwise reliable. Keamore may make improvements and/or changes to its features or functionality at any time.

## 9. How We May Use Your Personal Information

We primarily process your personal data as a data processor appointed by the Client, who remains the data controller in respect of that data and therefore you should request a copy of the Client's privacy

notice for details of how and for what purposes the Client processes your personal data and engages processors, such as Keamore, to process such personal data on its behalf. Under data protection legislation, to the extent that we process any of your personal data as a data controller, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our privacy notice <https://www.symterra.co.uk/privacy>.

## 10. Third-Party Content and Links

- 10.1. Third-party content may appear on the Services or may be accessible via links. You understand that the information and opinions in the third-party content is neither endorsed by nor does it reflect the belief or opinion of Keamore. Further, information and opinions provided by employees and agents of Keamore in interactive areas of the Services are not necessarily endorsed by Keamore and do not necessarily represent the beliefs and opinions of Keamore.
- 10.2. Keamore, or other third-party users of the Services, may provide links to other websites or resources. Keamore has no control over such sites and resources. You acknowledge and agree that Keamore is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials contained in or available from such sites or resources. You will need to make your own independent judgement about whether to use any such independent sites.
- 10.3. You acknowledge that use of any third-party website is governed by the terms of service and privacy policy for that website, which terms you are responsible for reading and reviewing, and not by these Terms of Service or Keamore's Privacy Notice. You further acknowledge and agree that Keamore shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any third-party site or resource.
- 10.4. Keamore reserves the right to disable any link or remove any third-party content at any time in its sole discretion.

## 11. Suspension and/or cancellation

- 11.1. We may disable your access to use the Services immediately without notice and/or terminate these Terms of Service immediately on notice to you if you commit any breach of this Terms of Service.
- 11.2. Upon termination of this Terms of Service:
  - o all rights granted to you under this Terms of Service shall cease;
  - o you must cease all activities authorised by this Terms of Service; and
  - o you must immediately delete or remove the Software and any applicable Documentation from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software and any applicable Documentation then in your possession, custody or control and, in the case of destruction, confirm to us that you have done so.

## 12. Limitation of Liability

- 12.1. You acknowledge that the Services have not been developed to meet your individual requirements but that of the Client as set out in the SaaS Agreement, and that it is therefore your responsibility to ensure that the facilities and functions of the Services meet your general requirements.
- 12.2. You acknowledge that your right to access and use the Services is granted under the terms of the SaaS Agreement between us and the Client and so, save as expressly set out in clause 12.3, we have no liability to you in relation to your use (or inability to use) the Services (rather such liability is owed to the Client to the extent provided in the terms of the SaaS Agreement).
- 12.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

## 13. Governing Law & Jurisdiction

- 13.1. This Terms of Service and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Terms of Service or its subject matter or formation (including non-contractual disputes or claims).

## 14. Severability of Provisions

- 14.1. If any provision of these Terms of Service is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

## 15. Modifications to Terms of Service

- 15.1. Keamore may, in its sole discretion, modify or revise these Terms of Service at any time by linking and posting the updated version at the relevant 'click through' options via the Software.

## 16. General

- 16.1. We may transfer our rights and obligations under this Licence to another organisation.
- 16.2. If we do not insist immediately that you do anything you are required to do under these Terms of Service, or if we delay in taking steps against you in respect of your breaking these Terms of Service, 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.