



MobiCode, Unit 4, Eastcote
Industrial Estate
Field End Road
Eastcote, Middlesex. HA4 9XG
www.mobicode.co.uk
Tel: +44(0) 208 150 2529

Terms and Conditions of Use / End User License Agreement (EULA)

Version: 1.00 Revision Date: 03/05/2018

This End User License Agreement ("Agreement") is between You and IMEI Ltd ("Company"). The Agreement authorizes you to use IMEI Ltd software ("Software") according to the terms and conditions set out in this Agreement. This is an agreement on end-user rights and not an agreement for sale, the Company continues to own the copy of the Software and the IP rights related to the Software.

Software may include one or many of the following Company Applications or Features:

IMEI Ltd a company incorporated in England and Wales whose registered address is:

IMEI Ltd
Unit 4, Eastcote Industrial Estate,
Field End Road,
Eastcote,
Middlesex.
HA4 9XG
Company number 08681621.

Applications:

"Mobicode Portal" or "Mobicode Dashboard" is our web-based portal that allows users to access many services and solutions and is also access to all their account activity including reporting and billing information.

"Mobi10", "MobiWIPE" and "MobiONE" are software tools which enables the user to process devices efficiently and in a simple controlled process.

"MobiCHECK Smartphone App" is our smartphone application that allows the user to process "MobiCHECK" requests.

Features:

"MobiCHECK" is a feature that will process a due diligence check using the devices IME/Serial/MEID or ESN number. "MobiCHECK" will return with a "Red", "Amber" or "Green" flag to allow users to avoid processing devices that are unsuitable.

"MobiTEST" is a feature that will analyse the hardware and/or software functions on a "single device", defined as a single device hardware, running operating system including device built-in applications and applications installed by user. "Diagnostics" may manipulate files that are part of the device operating system and/or files stored by user and /or installed by other applications.

"MobiWIPE", is a feature that allows the full and permanent data destruction of all data on a "single device", defined as a single device internal memory including possibly attached removable storage medium (flash media or memory card).

"MobiRESET" is a feature that returns a device to the original OEM settings. "MobiRESET" does not undertake full or permanent data destruction stored on the device it only acts as a feature to restore the device to its initial set up mode.

"MobiSWITCH" is a feature which enables the transfer of personal content between two mobile devices.



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"MobiDETECT" is a feature that reads technical information from a single device.

The trade name of the Company products may vary in different markets and there may be local translations of the product names.

By installing or using the Company Software you indicate your agreement to the terms of this Agreement. If you do not agree to the terms herein, you are not authorized to use the Software. The Software, including all images, photographs, icons, and text incorporated in the Software, is owned by the Company and is protected by copyright laws and international treaty provisions. Except to the extent expressly licensed herein, all rights are reserved to Company.

Read this Agreement carefully before installing, downloading, or using the Software. By installing, downloading, and/or using the Software, You agree to the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, promptly cancel the installation or downloading, or destroy or return the Software and accompanying documentation to IMEI Ltd.

ATTENTION: USE OF THE SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU ARE NOT AUTHORIZED TO USE THIS SOFTWARE.

1. SOFTWARE

For purposes of this EULA "Software" means all software programs distributed, published or otherwise made available by IMEI Ltd or its affiliates including, but not limited to downloadable/installable software for computers, and software or services accessed by means of a browser or other online communication method.

2. LICENSE GRANT

The Company grants you non-exclusive, non-transferable end user rights to use the executable version of the Software, where "use" in this Agreement means storing, loading, installing or executing the Software. Your use, including use during the free-to-use period, of the Software is subject to the rights and conditions set out in clauses 3 and 4 below.

3. END USER RIGHTS

If you have acquired a single PC license you may install the Software on the local hard disk or other permanent storage media of one computer and the Software may only be used on a single computer or terminal at a time.

If you have acquired multiple PC licenses or time limited subscription you may install the Software on the local hard drive or other storage media of as many computers as the number of acquired licenses or during the time of the subscription. The number of acquired licenses is the maximum number of computers or terminals on which the Software may be used at a time.

If you are provided with user identification codes, login and password credentials or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at info@mobicode.co.uk



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4. CONDITIONS ON THE END USER

- a. You may not modify the Software or disable any licensing or control features of the Software.
- b. You may not copy the written materials accompanying the Software.
- c. You may not resell, sublicense, rent, lease, or lend the Software or documentation.
- d. You may not reverse engineer, reverse compile, disassemble, or otherwise attempt to discover the source code of the Software (except to the extent that this restriction is expressly prohibited by law) or create derivative works based on the Software.
- e. You agree that you shall only use the Software in a manner that complies with all applicable laws in the jurisdiction in which you use the Software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
- f. You agree that the functionality of the Software varies from handset to handset and some or all features of the Software may not work on some handsets due to the software installed on these handsets, including any handsets that have custom software installed on them. The Company has no responsibility to list the functions and/or features that are supported.
- g. You agree that Mobi10 shall create a full report regarding your handset, which is based on technical assumptions and IMEI Ltd shall not take any liability on your decision making based on the report.
- h. You agree that your use of MobiCHECK will provide a footprint against the handset and that this footprint will be viewable by Law Enforcement, Insurers, GSMA and other data partners for the prevention of crime and fraud.
- i. You agree that your use of MobiSWITCH may result in loss of data in your storage, hard drive, computer system, or handset (depending which product features and how the product is used) and that you shall have sole and exclusive responsibility for backing-up your data in your storage, hard drive, system, or handset. Company shall not be responsible for any loss of data. You also agree, that MobiSWITCH shall create a content switch report regarding your handset, which is based on technical assumptions and IMEI Ltd shall not take any liability on your decision making based on the report.
- j. You agree that your use of the MobiWIPE and MobiRESET will result in the erasure of all content, applications, data and files in your handset and that you shall have sole and exclusive responsibility for backing-up your data in your handset. Company shall not be responsible for any loss of data.
- k. You agree that MobiWIPE shall create a data erasure report regarding your handset, which is based on technical assumptions and IMEI Ltd shall not take any liability on your decision making based on the report.
- l. You agree that your use of the MobiTEST may result in loss of data in your handset (depending which product features and how the product is used) and that you shall have sole and exclusive responsibility for backing-up your data in your handset. Company shall not be responsible for any loss of data.
- m. You agree that MobiTEST shall create a diagnostic report regarding your handset, which is based on technical assumptions and IMEI Ltd shall not take any liability on your decision making based on the report.
- n. You agree that the Company is not responsible for any Internet-related charges related to the use of the Software.
- o. You agree that while operating, a separate connectivity application will be installed on your handset and/or computer.
- p. You agree that the Company will collect user information regarding the use of the Software as needed for reporting and billing purposes as well as in order to collect anonymous user data to enable bug fixing and further product development. The use of any such data shall be governed by the Privacy policy as indicated below.

5. OWNERSHIP



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All right, title, intellectual property rights and interest in and to the Software is owned by the Company. Your license confers neither title to nor ownership in the Software and is not a sale of any rights in the Company. No license is given to you under any patent or patent application of Company.

6. NO WARRANTIES OR OBLIGATIONS

To the maximum extent permitted by applicable law, the Company expressly disclaims any warranty for the Software. The Software and any related documentation is provided “as is” without warranty of any kind, either express or implied, including without limitation, non-infringement of third party proprietary rights, merchantability, fitness for a particular purpose or that the software will not infringe any third party patents, copyrights, trademarks, or other rights. There is no warranty by Company that the functions contained in the Software will meet your requirements. The Company does not warrant that the functions contained in the service will be uninterrupted or error-free, that defects will be corrected, or that this service or the server that makes it available are free of viruses or other harmful components. You assume all responsibility and risk for the selection of the software to achieve your intended results and for the installation, use, and results obtained from it. This Agreement creates no obligations on the part of Company other than specifically set forth herein.

7. NO LIABILITY FOR DAMAGES

To the maximum extent permitted by applicable law, the Company nor its employees shall be liable for any incidental, special or consequential damages whatsoever (including without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of or relating to the use or inability to use this Software, even if the Company has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

8. INDEMNITY

This Software is intended for use with any data, media, files, or content to which you have sufficient rights to, authority for, or ownership of. It is your responsibility to ascertain whether copyrights, patents, or other licenses are needed for the data, media, files or content that you use in conjunction with this Software. You agree to hold harmless, indemnify and defend the Company, its officers, directors, employees against any loss, damage, fine, or expense including attorney’s fees arising out of or related to any claim that you have used this Software in violation of applicable laws in your jurisdiction. It is your responsibility to abide by the laws of whichever jurisdiction you reside in.

9. TERMINATION

This Agreement is effective from the first date You install the Software. You may terminate this Agreement at any time by permanently deleting, destroying, and returning, at Your own cost, the Software, all backup copies, and all related materials provided by Company. Your end-user rights automatically and immediately terminate without notice from Company if You fail to comply with any provision of this Agreement. In such an event, You must immediately delete, destroy, or return at Your own cost, the Software, all backup copies, and all related material to Company.

10. EXPORT REQUIREMENTS

You may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

11. NEGATION OF PARTNERSHIP



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The Company shall not become or be deemed a partner or a joint venture with you by reason of the provisions of this Agreement.

12. GOVERNING LAW AND FORUM

This Agreement is governed by the laws of England and Wales and will govern the performance and interpretation of their agreement and disputes arising under it.

13. TECHNICAL SUPPORT

The Company has no obligation to furnish you with technical support unless separately agreed in writing between you and the Company.

14. FEEDBACK

By submitting any feedback to the Company you hereby grant the Company worldwide, irrevocable, perpetual, non-exclusive, royalty-free and assignable license to use, reproduce and have reproduced, modify and have modified, publicly perform and publicly display the feedback and distribute reproduced and modified copies thereof. The Company may also incorporate the feedback or any concepts described in it in its products without accountability or liability.

15. ENTIRE AGREEMENT AND GENERAL PROVISIONS

Unless otherwise expressly agreed in writing, this Agreement constitutes the sole and exclusive agreement between you and Company with regards to the Software, and supersedes all prior agreements, whether oral or written, and other communications between the parties relating to the subject matter set forth herein. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

16. OPEN SOURCE LICENSES

You acknowledge that certain components of the Software may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without any limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format ("Open Source Components"). To the extent expressly required by the licenses covering Open Source Components, the terms of such licenses shall apply in lieu of the terms of this Agreement to the respective Open Source Component. To the extent the applicable terms of such licenses prohibit any of the restrictions in these Terms such restrictions will not apply to such respective Open Source Components.

17. PRIVACY POLICY

All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2018 Act and your rights under that Act.

We respect your privacy and take protecting it seriously. You can read the IMEI Ltd Privacy Policy at <https://www.mobicode.co.uk/privacy-policy.html>. IMEI Ltd may modify the Privacy Policy at any time without prior notice. If the Privacy Policy is changed in a material, adverse way, IMEI Ltd will post notices on our websites and also inform you via email. You are responsible for regularly reviewing the Privacy Policy. Your continued use of the Software constitutes your consent to any changes and modification.



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18. UPDATE OF THE TERMS

While ordering or using the Software please note that the most updated version of the Terms as present at our www.mobicode.co.uk website, always applies. The Company reserves the right to modify the Terms at any time by publishing new versions of the Terms on the Site. Such a new version shall become effective after thirty (30) days from the date of publication.

These terms may be drafted in different languages. English version shall always be the official version and in case of conflict between English and other language, the English version will always prevail.

19. PAYMENT

Payment must be made at the time of purchase to IMEI Ltd by PayPal or such other methods of payment as agreed.

20. CANCELLATION

This clause only applies if you are "consumer" which means an individual acting for purposes that are wholly or mainly outside your trade, business or profession.

If you are a consumer we must inform you of a statutory right to cancel your contract with us. You can cancel this contract without giving any reason. The time limit for such cancellation expires after 14 days from the making of this contract. To cancel, you must inform us of your decision in writing. If you cancel, where you have made a payment to us in advance, we will refund such payment to you promptly, less any charges and expenses due to us as a result of your requesting us to start work without delay.

21. INTELLECTUAL PROPERTY

Unless otherwise expressly indicated, all Intellectual Property rights subsisting in the Software and any other related materials are our property.

In the absence of our express written permission to the contrary, you shall not use the Software in any manner which is inconsistent with the provisions of the Copyright Designs and Patents Act 1988, the Trade Marks Act 1994 or any other Intellectual Property legislation applicable.

The Software is compiled, updated and amended using multiple data sources. We own the Intellectual Property rights in the contents of the Software only to the extent that those Intellectual Property rights are not owned by Third Party Data Providers.

We have invested and shall continue to invest substantial time and resources in the selection and arrangement of the Software and in the obtaining, verification and presentation of its contents. The Software is an original intellectual creation. We, therefore, own the copyright in the selection and arrangement of the contents of the Software and in the additional materials required for its operation.

Unless it is expressly authorised to do so by us in writing, you may not reproduce, adapt, translate, arrange, redistribute or otherwise make any part of the Software or its contents to any third party, either directly or indirectly.

You may not extract or re-utilise the contents of the Software for any commercial purposes including, but not limited to, the resale or redistribution of the data provided by the Software.



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In the event that you breach these terms and conditions, both civil and criminal penalties may be incurred, and you shall fully indemnify us against any and all damage, loss, costs and expenses which may result from any such infringement.

22. LIABILITY

Whilst the data provide in the Software is accurate to the best of our knowledge and is given to you by us in good faith, where we rely on third party sources we cannot warrant the accuracy of the data. This may occur, for example, where a mobile phone handset is reported lost or stolen and may not appear on our Software for several days. Any decision that you make based on the data we provide shall be entirely at your own risk and we shall not be liable in any way for decisions made by you.

Whilst every reasonable effort is made to keep the data accurate, no warranty or representation of any kind, either express or implied, is made in relation to the accuracy, completeness or content of the information.

The data we provide may be delayed from time to time.

If you become aware of any misuse of any data or any security breach that could compromise the security or integrity of the data, you shall promptly notify us and fully cooperate with us to remedy the issue as soon as reasonably practicable.

We shall not be liable for, and shall not indemnify you against any costs, liability, damages, loss, expenses, claims or proceedings in respect of any injury or damage whatsoever incurred either directly or indirectly unless otherwise required by law.

You shall be liable for, and shall indemnify us against any costs, liability, damages, loss, expenses, claims or proceedings in respect of any injury or damage whatsoever incurred either directly or indirectly as a result of:

- (a) breach by you of any of the provisions of these terms and conditions; or
- (b) use by you (whether in accordance with these terms and conditions or otherwise) of the Software

Our total liability under these terms and conditions shall be limited to the total of the fees paid by you over the last 12 month period.

23. FORCE MAJEURE

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

24. NOTICES

All notices under these terms and conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.

Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or



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(b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

(c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

(d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other party in writing.

25. CONFIDENTIALITY

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential. These confidentiality obligations extend to and include the terms of this agreement. This clause shall not extend to information which was already in the lawful possession of a party prior to these terms and conditions or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive any termination of these terms and conditions.

26. THIRD PARTY RIGHTS

A person who is not a party to these terms and conditions may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

27. COMMUNICATION AND CONTACT DETAILS

If you wish to contact us, you may do so by telephone at +44 (0) 203 150 2529, by email at info@mobicode.co.uk or in writing at Unit 4, Eastcote Industrial Estate, Field End Road, Eastcote, Middlesex, HA4 9XG.

In certain circumstances you must contact us in writing (for example when exercising your right to cancel the Services). When contacting us in writing you may use the following methods:

(a) Contact us by email at info@mobicode.co.uk or

(b) Contact us by pre-paid post at Unit 4, Eastcote Industrial Estate, Field End Road, Eastcote, Middlesex, HA4 9XG.

28. SEVERANCE

In the event that one or more of the provisions of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these terms and conditions. The remainder of these terms and conditions shall be valid and enforceable.

29. DISPUTES

The parties shall attempt in good faith to negotiate a settlement if any dispute arises out of these terms and conditions. If the matter is not resolved by negotiation, the parties shall refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed, the mediator shall be appointed by CEDR. If the parties fail to agree terms of settlement within 14 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.



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30. LAW AND JURISDICTION

These terms and conditions shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim relating to these terms and conditions shall fall within the jurisdiction of the courts of England and Wales.