



ADMIN APP LICENCE AGREEMENT

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Last updated: 1 JUNE 2019

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The Licensee represents and warrants (including its Admin Users) that it will:

- only use the Application for the purposes as set out in these Licence terms;
- not allow any third party (unless it has obtained express written consent from the Licensor) to download, access or otherwise use the Application or Services;
- ensure the number of persons using the Application does not exceed four (4) per iPad device (**Admin Users**);
- keep a complete and accurate record of the Licensee's Admin Users and disclose a list of such if requested to do so by the Licensor;
- notify the Licensor as soon as it becomes aware of any unauthorised use of the Application by any person other than the Licensee or its authorised representatives;
- ensure its Admin Users keep their account credentials up to date and passwords secure and maintain confidentiality of their account username and password;
- be solely responsible for all charges from any internet service provider, mobile service, and other services needed to access our Service wireless provider and that may be incurred by use of an iPad device to interact with the Services; and
- be responsible for obtaining and maintaining all iPad devices and other equipment and software, including ensuring it meets any minimum software requirements and latest operating system.

6. TERM & TERMINATION:

Where available and if applicable, if the Licensee is granted **Free Trial**, such Free Trial will cease on the day specified in such Free Trial. Where the Licensee wishes to purchase a Licence and continue to access and use the Application and Services, the Licensee must pay the applicable Licence Fee.

The Licence comes into effect when the Licensor has received the applicable Licence Fee, in full and cleared funds, and has granted the Licensee the ability to download, access and use the Application and the Services, and shall continue for twelve (12) months ("**Licence Term**"). Upon expiry of the Licence Term, the Licensee can renew the Licence, provided it pays the applicable Licence Fee in force at the time of expiration of the current Licence Term.

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- appropriate any payment made by the Licensee under any other agreement (including the Existing Agreement) with the Licensor, or its affiliated companies, to pay for any outstanding amounts as the Licensor may, in its sole discretion, think fit;
- demand immediate payment in full of the outstanding balance plus charge interest at the annual rate of eight percent (8%) above the base rate of Barclays Bank Plc on any outstanding balance owed by the Licensee;
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- meet the Licensee's requirements; or
- operate in the configuration or with the version of iPad device or software the Licensee uses.

11. OUR TOTAL LIABILITY TO YOU

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- When using the Application and/or Services, the Licensee agrees to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Application and/or Services.

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