



Software Licensing Terms

SOFTWARE LICENCE TERMS

INTRODUCTION

You wish to take and we wish to grant you the right to use the Application, in accordance with the terms of this document, in the course of your business.

1 DEFINITIONS

In this document, unless the context otherwise requires the following words and expressions have the following meanings:

General Terms	our General Terms of Business found at http://www.smarterpay.com/legal a copy of which has been made available to you before the date and signature of this Contract;
Application	the binary executables that constitute the software program(s) stated in the Order Form

2 GENERAL TERMS

2.1 The General Terms apply and are incorporated into this Contract and this document as if they were set out in full in it but if, and to the extent that, there is conflict or inconsistency between the terms of this document and those of the General Terms, the terms of this document shall prevail. The rules on interpretation set out in the General Terms apply to this Contract and this document.

2.2 The General Terms contain provisions to limit liability and your attention is drawn particularly to those provisions.

3 LICENCE

3.1 We grant you a non-exclusive, non-assignable, revocable right to use the Service for the purposes of your own 3.2 business only.

3.2 We grant you the right to transfer from time to time the Application to another computer provided that only one instance of the server component of the licenced material is installed at any one time.

3.3 You may not use the Application for any other purpose other than that stated above and you may not use the Application for or on behalf of any other person.

3.4 The term of the licence shall be the term stated in the Order Form with subsequent successive renewals for the renewal term stated in the Order Form subject to payment of the relevant fees.

3.5 You may not adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Application in whole or in part.

4 PRIVACY

4.1 To enable us to provide a better customer experience, the Application contains features which report usage and analytics information back to us. It will also provide us with management information (for example, the version of the Application that you are currently using) which we may use in connection with our relationship with you and for our own purposes.

5 TERMINATION

5.1 Upon termination or expiry of this Agreement for any reason, you must make no further use of the Application and must remove it from all applicable computer systems and return all copies of the Application and any associated documentation to us.



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