

# Gavurin End User License

## Plain English Preamble

This license covers, inter alia, the following broad issues:

- Access to Gavurin technology including how we expect user security to be maintained on your premises.
- The Copyright in Gavurin technology and how we expect users in your organisation to protect it.
- The Data you may find on <http://insight.gavurin.com/> or <http://g-view.gavurin.com/> or any site that may be branded but still uses our technology and how copyright issues affect what you may do with it. Any branded site will normally have an address in the form <http://companyname.gavurin.com/>

## 1 DEFINITIONS

- 1.1 G-View is an online computer program whose usage is governed by this License.
- 1.2 Parties and Persons
  - 1.2.1 "We" means Gavurin Ltd, and
  - 1.2.2 "You" means the Company, Organisation or individual being licensed to use G-View or documentation associated with it, and
  - 1.2.3 "us" and "our" and "your" and "yours" are to be construed accordingly.

## 2 TERMS OF SERVICE

- 2.1 This license entitles you to use G-View solely in direct furtherance of your or your employer's business purposes, subject to all other terms of this License.
- 2.2 The terms of the license permit access to G-View by specific named users only. The number and identity of those users is agreed elsewhere at the commencement of the license. These users are given a Password (which they may change and re-change) and Login Name. The Login Name and Password shall not be used by or made available to any other person.
- 2.3 The number and / or names of users may be changed by agreement between the parties. (Reasonable requests to re-allocate a logon to another named user within the same organisation will be granted and should be made by submitting an enquiry through [support@gavurin.com](mailto:support@gavurin.com))
- 2.4 Online support is available by email via [support@gavurin.com](mailto:support@gavurin.com). We answer technical questions and questions about data provided or available through G-View.
- 2.5 Online support operates between 9.00am – 5.00pm each working day.
- 2.6 Your query will be acknowledged immediately. Results will be emailed to the enquirer, within 48 hours (two working days). You will be informed if an enquiry is likely to take longer than usual and why, or whether additional charges may apply (for example, if the enquiry is a non-standard one or if the fulfilment of the enquiry requires the purchase of data).

- 2.7 We monitor who logs in to G-View and how the system is being used. Gavurin uses this information solely to improve the technology, data and service we provide. It is not divulged to any third party.

### **3 CONFIDENTIALITY**

- 3.1 During the license period, we may disclose to you business information, technical information or ideas ("Proprietary Information").
- 3.2 You will hold in confidence and (save as authorised in writing by us) not publish or communicate to a third party or otherwise disclose any Proprietary Information except information that:
- 3.2.1 was already in the public domain or
  - 3.2.2 was lawfully in your possession prior to disclosure by us, or
  - 3.2.3 was lawfully disclosed to you by another person.
- 3.3 You will not nor will you allow or assist any third party to reverse engineer or attempt to derive the composition or underlying information, structure or basis of G-View or any Proprietary Information, property in and copyright in which shall remain entirely with us.
- 3.4 At our request you will promptly return to us or, if that is not practicable, destroy or delete, all materials or documents, together with any copies, extracts or other objects or items, in which G-View or Proprietary Information may be contained or embedded.
- 3.5 You will promptly notify us of any breach of this license.

### **4 COPYRIGHT AND TRADEMARK**

- 4.1 You acknowledge that the websites <http://insight.gavurin.com/> and <http://g-view.gavurin.com/> or any variant of this naming convention ("the websites") and all of their current and future content, including, without limitation, content in the form of text, graphics, messages, posts, data, information and other materials (collectively, "the content") whether provided by us or by third-parties, is protected by copyrights, trademarks, patents, and/or other proprietary rights and laws. You may only use the content as expressly set forth in this License.
- 4.2 You will not nor will you allow or assist any third party to copy, reproduce, modify, republish, upload, download, post, transmit, distribute, duplicate or otherwise make use of any or part of the content or of G-View, without our prior written permission, unless the website indicates otherwise.
- 4.3 Unless indicated otherwise, such of the content as is owned by other copyright owners may not be reproduced without their consent.
- 4.4 All trademarks, service marks, trade names, logos, symbols and slogans, including without limitation "Gavurin" and "G-View" and the look and feel of the websites are owned by us, except as otherwise indicated, and may not be used except with our express prior written approval.

## **5 GAVURIN ONLINE SERVICES TERMS OF SERVICE**

- 5.1 We will endeavour to ensure that the online service is maintained at all times. G-View is being continuously improved and developed. It is inevitable that there may be occasions when the service is unavailable as a result of that process. Subject to the foregoing, we shall not be liable for any loss, nor shall you be entitled to any refund that might arise as a result of the service being unavailable.
- 5.2 We take regular backups of G-View. No guarantees are made as to the integrity of these backups, and we shall not be responsible for any of your own data that might be hosted on our servers. Responsibility for ensuring such data is backed up or otherwise replaceable shall be yours.
- 5.3 If loss of data occurs due to an error on our part, we will attempt to recover data at no charge. We shall not be liable for any loss or damage arising from such loss.

## **6 TERM AND TERMINATION**

- 6.1 This license commences and terminates at such dates as have been agreed elsewhere. Notwithstanding this, we may terminate the License without notice in the event that you breach clauses 2, 3 or 4 of the License.
- 6.2 Upon the termination of this license you will promptly return to us or, where that is not practicable, destroy or delete, all materials or documents, together with any copies, extracts or other objects or items, in which G-View or Proprietary Information may be contained or embedded.
- 6.3 Your obligations as set out in clauses 2 and 3 of this License will remain in effect notwithstanding that it may have been terminated or concluded.

## **7 LIMITED LIABILITY**

- 7.1 We will use our best endeavours to ensure that G-View and the website are accurate and without error. Subject to this, no warranty or promise is made as to the accuracy, correctness or otherwise of any data, statement, analysis or estimate, or any like graphical representation, contained in or on G-View or the website. We will not be liable to you for any damages arising from any lost revenues, savings or other incidental or consequential loss or damage arising from the use of, or the inability to use, G-View or the website, nor for any decision, action or inaction you take or cause to be taken as a result.
- 7.2 Without prejudice to 7.1 above, any liability to you shall be limited to the annual charge paid by you under this License.