

TERMS & CONDITIONS

PLEASE READ CAREFULLY BEFORE BEGINNING TO USE THE APP. THESE TERMS WILL BE BINDING ON YOU.

This end-user licence agreement (the "**EULA**") is a legal agreement between you/any secondary user you add in accordance with condition 2.3 ("**you**") and Smiths News Trading Limited of Rowan House, Cherry Orchard North, Kembrey Park, Swindon SN2 8UH ("**us**" or "**we**") for your use of:

- SNapp (the "**App**"), together with any updates or supplements to it;
- any related online or electronic documentation (the "**Documentation**").
- the service you connect to via the App and the content we provide to you through it (the "**Service**"),

in each case, as permitted in accordance with the terms of this EULA.

We do not sell the App to you. We remain the owners of the App at all times.

This EULA is supplemental to our Terms and Conditions of Business with our Customers which apply to the supply of newspaper and magazine titles by us to you (the "**Trading Terms**"). In the event of any conflict between this EULA and the Trading Terms in respect of the App and your use of it, the EULA shall apply solely to the extent required to resolve such conflict. In the event of any other conflict between the Trading Terms and this EULA, the Trading Terms shall prevail.

Your Privacy

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy which can be located at <https://www.snapponline.co.uk/shared/terms>.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Use of the App

You must be 18 or over to accept these terms and use the App.

We are giving you personally (and any secondary user you add in accordance with condition 2.3) the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

Other terms may also apply

We licence use of the App and Documentation to you subject to any rules or policies applied by any appstore provider or operator from whose site you downloaded the App (the "**Appstore Rules**"). The Appstore Rules will apply instead of these terms where there are differences between the two.

Operating system requirements This App requires either (i) an Apple device which is running an operating system of iOS version [] or later or (ii) an Android device which is running an operating system of version [] or later, in each case with a minimum of 15mb of memory. Internet access will be required at your own cost, risk and usage. Android devices must have a rear facing camera to download and use the App.

Important notice:

- By clicking on the "Sign Up" button below you agree to the terms of this EULA which will bind you. The terms of this EULA include, in particular the disclaimer in condition 6 and the limitations on liability in condition 7.
- If you do not agree to the terms of this EULA, we will not license the App to you and you must not click the "Sign Up" button and delete the App immediately.

We reserve the right to modify this EULA at any time so please review it frequently either via the App or at <http://www.smithsnews.co.uk/mobile-app-support>

AGREED TERMS

1. Acknowledgements

- 1.1 The terms of this EULA apply to your use of the App, including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 From time to time, updates to the App may be issued. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms.
- 1.3 You will be assumed to have obtained permission from the owner(s) of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2 (the "**Devices**") and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App, the Documentation and the Service on or in relation to any Device, whether or not it is owned by you.

- 1.4 You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.5 You acknowledge that the information made available to you via the App and the Service is commercially sensitive information concerning your account with us in accordance with the Trading Terms and must not be disclosed to any third party without our prior written consent.
- 1.6 By using the App and the Service, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals that are internet-based or wireless (including the use of Google Analytics) to improve our products and to provide any services to you.
- 1.7 Certain elements of the App may in the future make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these elements, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off the location services settings on your device.
- 1.8 The App may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.9 For the purposes of the Data Protection Act 2018 and General Data Protection Regulation (EU) 2016/679 as now applicable and in force under UK law (commonly known as the "**UK GDPR**"), we are the data controller and shall ensure that any information we receive via the App and subsequently process shall not infringe the applicable requirements of the UK GDPR and the Data Protection Act 2018.
- 1.10 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. Grant and scope of licence

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to:

- (a) use the App in object code form only on the Devices;
- (b) use any Documentation to support your permitted use of the App and the Service; and
- (c) receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you,

in each case subject to these terms and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may download a copy of the App and view, use and display the App on the Devices solely for the purpose of managing your retail account with us for the supply of titles in accordance with the Trading Terms.

2.3 Where and as permitted by the App, you may add secondary users who will have limited access to Documentation and functionality within the App. You will be able to set individual permissions for secondary users in relation to available functionality and Documentation access. You shall procure secondary users' compliance with this EULA and will remain fully liable for all secondary users' access to and use of the App.

3. Licence restrictions

Except as expressly set out in this EULA or as permitted by law, you agree:

- (a) not to copy the App, Documentation or Service except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documentation;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, Documentation or Service or permit the App, Documentation or Service or any part of it or them to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or the Service or attempt to do any such thing;
- (e) to keep all copies of the App and Documentation secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) except in relation to secondary user access as set out in condition 2.3, not to provide or otherwise make available the App, Documentation or Service in whole or in part (including object and source code), in any form to any person without prior written consent from us; and

- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

4. Acceptable use restrictions

You must not:

- (a) use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (b) infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running any service.

5. Intellectual property rights

You acknowledge that all intellectual property rights in the App, the Documentation and the Service throughout the world belong to us or our licensors, that rights in the App and the Services are licensed (not sold) to you, and that you have no rights in, or to, the App other than the right to use each of them in accordance with the terms of this EULA.

6. Disclaimer

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE APP IS PROVIDED "AS IS" WITH ALL FAULTS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, WITHOUT PERFORMANCE GUARANTEES OF ANY KIND AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND CONDITIONS INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, CONDITION, FITNESS FOR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AND CONDITIONS (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE OR CUSTOM.

7. Limitation of liability

7.1 You acknowledge that the App:

- (a) has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements; and
 - (b) relies on the transmission of data via the telecommunications network and that we do not provide any assurances concerning the availability of such network.
- 7.2 We are supplying the App to facilitate the transfer of information between you and us for the purposes of managing your retail account in accordance with the Trading Terms including copy allocation requests and returns processing. Accordingly you acknowledge that we shall rely on the information relayed by you to us via the App and you warrant that such information shall be accurate in all respects. You shall be solely responsible for ensuring the security of your account via the App and that the App is not accessed by unauthorised third parties. We shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.
- 7.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY ACT OR OMISSION OF A SECONDARY USER, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS EULA OR THE APP WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 7.5 We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by such event.
- 7.6 Nothing in this EULA shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; and (c) any other liability that cannot be excluded or limited by English law.

8. Termination

- 8.1 This EULA shall automatically terminate on the cessation of the Trading Terms between you and us for any reason.
- 8.2 We may terminate this EULA immediately by written notice to you:

- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) if you breach any of restrictions in Condition 4.

8.3 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of the App and any Service;
- (c) you must immediately delete or remove the App and the Documentation from all Devices, and immediately destroy all copies of the App and the Documentation then in your possession, custody or control and certify to us that you have done so.

9. Notices

9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, please contact us in accordance with clause 7.6 of the Trading Terms.

10. Other important terms

10.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA. You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

10.2 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.3 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

10.4 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction.