

Software Disclaimer and User Agreement

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THIS WEB-BASED SOFTWARE SERVICE. BY REGISTERING, ACCESSING, OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

1. Provision of Service

This web-based application (“Service”) is provided solely for the purpose of assessment and evaluation. Users are encouraged to report any bugs and to suggest alterations or additions to improve the Service. Access is granted on a non-exclusive, non-transferable basis for the duration of this Agreement.

2. “As-Is” and Warranty Disclaimer

The Service is provided “as is” and “as available,” without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The developers and operators make no guarantees regarding the Service’s performance, uptime, reliability, accuracy, or suitability for any specific task. There is no guarantee that the Service will be error-free, uninterrupted, or secure.

3. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the developers, operators, or any affiliated parties be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any damages whatsoever (including, but not limited to, loss of profits, data, use, goodwill, or other intangible losses) arising out of or in connection with your access to or use of the Service, even if advised of the possibility of such damages. Where liability cannot be excluded, our total liability to you shall not exceed the fees paid by you for use of the Service in the 12 months preceding the claim, if any.

4. No Obligation for Support or Updates

The developers and operators are under no obligation to provide maintenance, support, updates, or enhancements for the Service. Any such services provided are at our sole discretion and may be modified or discontinued at any time without notice.

5. User Responsibility and Acceptable Use

You are solely responsible for your use of the Service. You agree to use the Service only for lawful purposes and in accordance with all applicable laws, regulations, and these terms. The developers and operators shall not be liable for any losses or liabilities arising from your misuse, improper use, or unauthorised use of the Service.

6. Account Security

If the Service requires user registration, you are responsible for maintaining the confidentiality of your account credentials. You agree to notify us immediately of any unauthorised use of your account or any other breach of security.

7. Indemnification

You agree to indemnify, defend, and hold harmless the developers, operators, and their affiliates, officers, agents, and employees from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or in any way connected with your use or misuse of the Service, your violation of this Agreement, or your violation of any rights of another.

8. Data Privacy and Security

The Service may process, store, or transmit personal data. While reasonable efforts are made to protect your data, we do not guarantee the security of any data processed by the Service and are not liable for any unauthorised access, loss, or disclosure of data. You are responsible for ensuring compliance with all applicable data privacy laws, including UK GDPR and the Data Protection Act 2018.

9. Intellectual Property

The Service and all related intellectual property rights are and shall remain the exclusive property of the developers and licensors. You may not reverse engineer, decompile, disassemble, modify, or create derivative works of the Service, nor may you sublicense, rent, or lease access to the Service, except as expressly permitted in writing by the provider.

10. Service Availability & Force Majeure

We strive to ensure high availability of the Service but do not warrant uninterrupted access. The developers and operators shall not be liable for any failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, supply shortages, cyberattacks, or internet outages.

11. Jurisdiction, Governing Law, and Severability

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Data Protection and UK GDPR Compliance

12.1 Definitions

• “Data Controller”, “Data Processor”, “Personal Data”, “Processing”, and “Data Subject” have the meanings given in the UK GDPR and the Data Protection Act 2018.

12.2 Roles and Purpose

- You (the user) act as Data Controller, and we (the provider) act as Data Processor when the Service processes Personal Data on your behalf.
- The purpose of processing is limited to providing, maintaining, and improving the Service and related support.

12.3 Processor Obligations

- We will process Personal Data only on documented instructions from you, including any cross-border transfers, unless required by law.
- We ensure confidentiality by requiring authorised personnel to commit to appropriate confidentiality obligations.
- We implement technical and organisational measures appropriate to the risk, such as encryption, pseudonymisation, and security testing.
- We assist you in responding to Data Subject requests and in fulfilling security, breach notification, and data protection impact assessment obligations.
- Upon termination, we will, at your choice, delete or return all Personal Data and delete existing copies unless required by law to retain them.
- We maintain records of processing activities as required by Article 30 UK GDPR and make these available for audit.

12.4 Sub-processors

- We will not engage sub-processors without your prior authorisation. Any sub-processor will be bound by the same data protection obligations as set out herein.

12.5 International Transfers

- Personal Data will not be transferred outside the UK or EEA unless adequate safeguards are in place (e.g., Standard Contractual Clauses or adequacy decisions).

12.6 Data Breach Notification

- We will notify you without undue delay of any personal data breach, providing all relevant details to enable you to meet your legal obligations.

12.7 Data Subject Rights

- We will promptly notify you of any Data Subject requests and will act only on your documented instructions, unless legally required to do otherwise.

12.8 Contact and Queries

For any queries regarding data protection or to exercise your rights, please contact:
mail@ericsondatasystems.co.uk

By accessing or using this Service, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.