

Relay UK App End User Licence Agreement

1 RELAY UK APP END USER LICENCE AGREEMENT TERMS AND CONDITIONS

- 1.1 Please read this License Agreement carefully before proceeding with this installation process.
- 1.2 Welcome to the BT Applications Software (the " Software") Licence Agreement (the "Agreement"). This Agreement is between you (or any authorised user of the Software), and BT, including any of its affiliates (collectively, "BT").
- 1.3 In order to download and install the Software you must agree to the terms of this Agreement (including any terms that are displayed to you in a pop-up screen before you install the Software). In addition to agreeing to the terms of this Software Licence Agreement you are also bound by the apps Store Terms of Service from where you have downloaded the BT Application.
- 1.4 This Agreement is a legally binding contract that should be read in its entirety. If you disagree with any of the terms below, BT does not grant you a licence to use the Software and you may not download it and should cancel or exit any installation you may have started. Declining this Agreement and the installation of this Software will not impact your ability to use other BT internet services.
- 1.5 Data provided by you during installation and certain other information is subject to the BT Privacy Policy, located at: <https://www.bt.com/privacy-policy/>
- 1.6 You agree that by installing the Software, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms.
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- 1.9.2 terminate the Agreement by discontinuing use of any or all of the Software and by destroying all your copies of the Software. This Agreement terminates automatically if you violate any term of this Agreement, BT publicly posts a written notice of termination on BT's web site, or BT sends a written notice of termination to you.

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- 1.9.6 use the Software to operate nuclear facilities, life support, or other mission critical applications where human life or property may be at stake. You understand that the Software is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which BT is not responsible.
- 1.9.7 use or export the Software in violation of applicable UK, or other relevant laws or regulations.

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If the Software or any data accessed by using it proves defective, you (and not the BT Entities) assume the entire cost of all repair or injury of any kind, even if the BT Entities have been advised of the possibility of such a defect or damages.

1.13 LIMITATION OF LIABILITY

Notwithstanding any other provision, nothing in this Agreement shall exclude or limit either party's liability for the tort of deceit, fraudulent misrepresentation, death or personal injury caused by negligence.

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1.14 INDEMNIFICATION

You agree to indemnify and hold the BT Entities harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your use of the Software, your violation of any terms or

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From time to time BT may automatically download the latest version of the Software and notify you when it's ready to install. Downloads of the Software may be limited by your ISP. If you wish to update your Software, you must agree to the terms of the then current Agreement, in order for the update to be installed on your device. BT is solely responsible for the maintenance and support of this application.

1.16 TERM AND TERMINATION OF THE LICENCE AGREEMENT

This License Agreement shall remain in full force and effect without time limitation, unless terminated by BT due to your breach of any of its provisions. In case of such breach BT may terminate this License Agreement immediately.

1.17 FEES AND PAYMENTS

BT reserves the right to charge fees for future use of or access to the Software in BT's sole discretion. If BT decides to charge for the Software, such charges will be disclosed to you 28 days before they are applied.

1.18 SEVERABILITY

Should any term or provision of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remainder of this License Agreement.

1.19 NO WAIVER

The failure of either party to enforce any rights granted to it hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

1.20 CHOICE OF LAW AND COURTS

This Agreement and the relationship between you and BT are governed by the laws of England and Wales without regard to its conflict of law provisions. You and BT agree to submit to the personal and exclusive jurisdiction of the courts located within England and Wales

1.21 ENTIRE AGREEMENT

This Agreement and any additional Terms of Use constitute the entire understanding between the parties respecting use of the Software, superseding all prior agreements between you and BT. In the event of any conflict between the terms of this Agreement and those in any Terms of Use, the terms of this Agreement will control, except to the extent that the Terms of Use impose additional restrictions and liabilities on your actions.

1.22 SURVIVING PROVISIONS

The Parties' rights and obligations, the nature of which are intended to continue beyond termination of the Agreement will survive termination of the Agreement.