

## EULA – Gotalk.ai

### 1 THESE TERMS

- 1.1 This End User Licence Agreement (**EULA**) is a legal agreement between you (**you, your**) and GoBig Online Limited (a company registered in England and Wales with company number 14730508. Email: hello@gobigonline.co.uk) (**GoBig, us or we**) regarding your use of the Gotalk.ai web-based software (however rebranded) (**Software**).
- 1.2 This EULA is supplemental to the contract (**Contract**) you have entered into with your distributor or reseller (**Supplier**) of the Software and governs the direct relationship between you and us in relation to your use of the Software.
- 1.3 If you have any questions regarding the Contract or any associated documentation then you must raise these with the Supplier. For the avoidance of doubt, GoBig is not a party to the Contract and has no liability to you under its terms.
- 1.4 By using the Software you are agreeing to these terms. If you do not agree to the terms of this EULA then you must not use the Software.
- 1.5 You should print a copy of this EULA for future reference.

### 2 RESTRICTIONS

- 2.1 Except as expressly set out in this EULA, or as permitted by any local law, you undertake:
  - 2.1.1 not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
  - 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software unless expressly authorised to do so by the Supplier (acting with our authority);
  - 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs except as expressly authorised to do so by the Supplier (acting with our authority);
  - 2.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
    - 2.1.4.1 is used only for the purpose of achieving inter-operability of the Software with another software program; and
    - 2.1.4.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
    - 2.1.4.3 is not used to create any software which is substantially similar to the Software;
  - 2.1.5 to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this EULA;
  - 2.1.6 to include our copyright notice on all entire and partial copies you make of the Software on any medium;

- 2.1.7 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us (whereby such consent may be contained in the Contract to the extent that the Supplier is acting with our authority); and
- 2.1.8 to comply with all applicable technology control or export laws and regulations.

### **3 INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You are granted access to the Software, by the Supplier, on the basis of the Contract and the further restrictions contained in this EULA. The Software is not sold to you and you do not acquire any intellectual property rights in the Software other than a right to use it in accordance with the Contract and this EULA.
- 3.2 We remain the owners of the Software at all times, even where it has been rebranded, white labelled or incorporated into other software.
- 3.3 You acknowledge that you have no right to have access to the Software in source code form.

### **4 LIMITED WARRANTY**

We do not give any warranties to you regarding the performance, suitability or reliability of the Software. You should consult the Contract to understand the rights you have against the Supplier in relation to the Software. For the avoidance of doubt, those remedies bind the Supplier and not GoBig.

### **5 LIMITATION OF LIABILITY**

- 5.1 You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.
- 5.2 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
  - 5.2.1 loss of profits, sales, business, or revenue;
  - 5.2.2 business interruption;
  - 5.2.3 loss of anticipated savings;
  - 5.2.4 wasted expenditure;
  - 5.2.5 loss or corruption of data or information;
  - 5.2.6 loss of business opportunity, goodwill or reputation;where any of the losses set out in condition 5.2.1 to condition 5.2.6 are direct or indirect; or
  - 5.2.7 any special, indirect or consequential loss, damage, charges or expenses.
- 5.3 Other than the losses set out in condition 5.2 (for which we are not liable), our maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £10 (ten British pounds). This maximum cap does not apply to condition 5.4.
- 5.4 Nothing in this EULA shall limit or exclude our liability for:
  - 5.4.1 death or personal injury resulting from our negligence;

- 5.4.2 fraud or fraudulent misrepresentation; or
- 5.4.3 any other liability that cannot be excluded or limited by applicable law.

5.5 This EULA sets out the full extent of our obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this EULA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software by us which might otherwise be implied into, or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **6 TERMINATION**

6.1 We may terminate this EULA immediately by written notice to you 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.

6.2 On termination for any reason:

- 6.2.1 all rights granted to you under this EULA shall cease;
- 6.2.2 you must immediately cease all activities authorised by this EULA; and
- 6.2.3 you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7 COMMUNICATIONS BETWEEN US**

7.1 We may update the terms of this EULA at any time on notice to you in accordance with this condition 7. Your continued use of the Software following the deemed receipt and service of the notice under condition 7.2 shall constitute your acceptance to the terms of this EULA, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software on the deemed receipt and service of the notice.

7.2 Note that any notice given by us to you will be deemed received and properly served 24 hours after it is first posted on our website (or within the Software).

7.3 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice.

## **8 GENERAL TERMS**

8.1 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.

8.2 You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

8.3 This EULA constitutes the entire agreement between you and us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

8.4 You acknowledge that in entering into this EULA you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA or any document expressly referred to in it.

- 8.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or any document expressly referred to in it.
- 8.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 8.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 8.8 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.
- 8.9 This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

Last updated: 31 May 2024.