

## **i. Terms of use**

“Metre 2 LLP”, “us”, “our” or “we” means Metre 2 LLP, the owner of the Platform.

Please read fully and carefully these Terms of Use as well as our Privacy Policy and Cookies Policy before using Metre 2 LLP. These Terms of Use set forth the legally binding terms that govern the access to and use of Metre 2 LLP’s Platform. By using Metre 2 LLP you are acknowledging that you have read and accepted the below. For any questions or concerns, please contact us at: [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk)

- i. Metre 2 LLP operates the platform Sakura (hereinafter referred to as the “Platform”) that can be accessed via our desktop application ).
- ii. The Platform is intended for use within the United Kingdom only, if you access the Platform outside the United Kingdom, you are responsible for compliance with all export laws and all local laws of the jurisdiction from which you are accessing them. You agree that you will not use the Platform in any other country where such use is prohibited or in any manner prohibited by any applicable laws.
- iii. The Platform is currently only accessible via laptop and desktop computers operating Windows 10/11.
- iv. By accepting the Terms of Use, You the account holder, and any other Users, agree to adhere to the Terms of Use and the obligations and rights herein.

## **ii. Acceptance of the Terms of Use**

- i. In order for you to use the Platform, you must first agree to the Terms of Use. Please review the Terms of Use as well as any other information notified to you by Metre 2 LLP carefully before using the Platform.
- ii. You can accept the Terms of Use by:
  - a. clicking to accept or agree to the Terms of Use, where this option is made available to you by Metre 2 LLP in the user interface provided to you; or
  - b. By actually using Metre 2 LLP. In this case, you understand and agree that Metre 2 LLP will treat your use of the Platform as your acceptance of the Terms of Use from that point onwards.

## **iii. General terms and Definitions**

In these Terms of Use, except to the extent expressly provided otherwise:

- i. “Account” means an account enabling a person to access and use the platform.
- ii. “You”: the individual or legal body subscribing to the Services or on behalf of which the Services are subscribed and who is acting for professional purposes.
- iii. “Users”: those employees, agents and independent contractors of the Account holder who are authorised by the Account holder to use the Services.
- iv. “Terms of Use” means this agreement including any schedules and any amendments to this Terms of Use from time to time.
- v. “Account holder data” means all data, works and materials: uploaded to or stored on the Website / Platform by the Account holder; transmitted by the Platform at the instigation of the Account holder; supplied by the Account holder for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the Account holder, but excluding analytics data relating to the use of the Platform and server log files.

- vi. “Account holder Personal Data” – means any Personal Data as defined under Article 4(1) of the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and that is processed by Metre 2 LLP on behalf of the Account holder in relation to these Terms of Use (but excluding analytics data relating to the use of the Platform and server log files).
- vii. “Data Protection Laws” means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to your Personal Data, the law of the European Union, (specifically The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)) and/or Domestic UK Law.
- viii. “Domestic UK Law” means the UK data protection legislation and any other law that applies in the UK.
- ix. “Force Majeure Event” means an event or a series of related events that is outside the reasonable control of the party affected, including failures of the Internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars.
- x. “Platform” means the platform (Sakura) managed by Metre 2 LLP and used by us to provide the Services, to which these Terms of Use relate.
- xi. “Services” means any service that Metre 2 LLP or the Platform provides to you or have an obligation to provide to you under these Terms of Use.
- xii. “Support Services” means support in relation to the use of, and the identification and resolution of errors in, the Services offered, but shall not include the provision of training services.
- xiii. “Update” means a hotfix, patch or minor version update to any Platform software; and
- xiv. “Upgrade” means a major version upgrade of any Platform software.
- xv. “Tender” means a project on Metre 2 LLP or any project/package you send out as 'enquiries' to receive pricing.

#### **iv. For whom and to what do these Terms apply?**

- i. The purpose of these Terms of Use is to define the terms and conditions under which you will be provided with access to and have the right to use the Platform (including all associated content, features, services, and software). They constitute a legally binding contract between Metre 2 LLP and you. These Terms of Use are the complete and exclusive statement of the terms of the agreement between you and Metre 2 LLP relating to the subject matter of these Terms of Use, unless specifically deviated from by contract. Any previous version of the Terms of Use is superseded and replaced by the current version as posted on the Website. No other terms and conditions will become part of this agreement unless expressly referred to in these Terms of Use or agreed in writing between us.
- ii. We reserve the right to offer additional services and applications through Metre 2 LLP. In this case, we will inform you separately and transmit additional terms and conditions to you, if necessary.
- iii. You cannot accept these Terms of Use if you are not of legal age to form a binding agreement with Metre 2 LLP.
- iv. In these Terms of Use, the word “including” or “includes” means “including, but not limited to” or “includes, without limitation” and words importing the singular include the plural and vice versa.

- v. By accepting these Terms of Use, you accept the use of electronic communications to conclude contracts or to order services as well as to transmit notifications, directives and transaction records relative to the subject matter of these Terms of Use. Moreover, in accordance with and to the extent permitted under applicable law, you agree to waive any rights or obligations you may have by virtue of other laws or rules imposing a manual original (non-electronic) signature, or the transmission or conservation of non-electronic records.
- vi. We communicate with all users of the application via electronic methods such as via email to the address provided in their account, or, by posting notices or communications on the Website. If you register to use the Platform, you consent to receiving such electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.
- vii. All users may opt-out of any electronic communications, if they do this then they must provide a written postal address including postcode, for all further communications.
- viii. You may keep a copy of these Terms of Use by making a computer copy, by printing them or by any other means.

## **v. Subject matter of the Agreement**

- i. The subject-matter of this agreement is the use of Metre 2 LLP's Platform.
- ii. Metre 2 LLP may improve its Platform on a regular basis and may also need to change technical features from time to time for the same purpose. Accordingly, you acknowledge and agree that the functionality of Metre 2 LLP's Platform may vary from time to time.

## **vi. About the Metre 2 LLP Platform profiles**

- i. Each User has his or her own profile, which can be personalised.

## **vii. Availability of Metre 2 LLP**

- i. We will use all reasonable endeavours to maintain the availability of the Platform, however, we do not guarantee 100% availability as the Platform depends on the availability of the relevant network provider.
- ii. We are not responsible for Internet or web-related downtimes, especially downtimes during which the Platform cannot be accessed through the Internet due to technical or other problems that are beyond our control (e.g. force majeure, third party fault, etc.).

## **viii. Maintenance, updates and Support Services**

- i. Metre 2 LLP will occasionally conduct maintenance on the Platform (the "Maintenance Services").
- ii. Metre 2 LLP will perform the Maintenance Services with reasonable skill and care.
- iii. Updates will be provided when available and include bug fixes, security updates, new features, enhancements to existing features, and/or performance enhancements to existing features.
- iv. Updates will not include Platform extensions to different hardware platforms, different operating system platforms, or different database platforms. Updates will be scheduled to minimise disruption to your accessibility to the Services. Where practicable, we will give appropriate prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Platform or are likely to have a material negative impact upon the Platform.

- v. Metre 2 LLP has made available to you a helpdesk in relation to the Services offered by the former. You can access the help desk directly by writing to [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk)
- vi. Metre 2 LLP will provide support via the help desk with reasonable skill and care.
- vii. You may use the Metre 2 LLP helpdesk for the purposes of requesting and, where applicable, receiving support. You may not use the helpdesk for any other purpose.
- viii. Metre 2 LLP will respond to requests for support made by you through the helpdesk
- ix. Metre 2 LLP may suspend the provision of the help desk if any amount due to be paid by you to Metre 2 LLP under these Terms of Use is overdue.

## **ix. General rules for the use of Metre 2 LLP's Platform**

- i. When using Metre 2 LLP, you must observe all applicable laws and other regulations. In particular, you may not post and/or distribute data or content such as texts, images, graphics and links that violate regulations or infringe third-party intellectual property rights, copyrights or other rights of third parties. You are solely responsible for the information and content provided by you. We neither review the content for legality, accuracy nor check for viruses or virus-related processability.
- ii. You may upload and add files, such as documents, drawings, files, pictures, etc., to Tenders. Before uploading any files or photos, you must ensure that you are entitled to use the photo or file and that the public disclosure of the image or file is not in violation of any laws, public morals and/or does not infringe any rights of third parties.
- iii. Content and texts posted on the Metre 2 LLP Platform may not be copied, distributed or otherwise made publicly available without permission from the proprietor of the right, unless this is permitted by law.
- iv. If you violate these rules, we are entitled to warn you, suspend you or completely exclude you from using Metre 2 LLP's Platform. We have the right to remove illegal content immediately.
- v. You agree that you will not:
- vi. take any action that imposes, or may impose (in each case at Metre 2 LLP's sole discretion) an unreasonable or disproportionately large load on the Platform infrastructure;

## **x. User content**

- i. You agree that you are solely responsible for any and all content that you create, upload, transmit or display while using the Platform (the "User Content") and for the consequences of your actions (including any loss or damage which Metre 2 LLP or any third party may suffer) by doing so. We have no responsibility towards you or to any third party for such action or losses.
- ii. By submitting, posting or displaying User Content, you give Metre 2 LLP a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use any User Content for the purpose of your use of the Platform.
- iii. By uploading any User Content to the Platform, you warrant and represent that:
  - a. You have the lawful right to upload, reproduce and distribute such User Content and power and authority necessary to grant the license.
- iv. Any User Content you upload, post or otherwise transmit or display while using the Platform will not:
  - a. be misleading, harmful, threatening, abusive, harassing, defamatory, offensive, violent, obscene, pornographic, vulgar, libellous, racially, ethnically, religiously or otherwise objectionable;
  - b. constitute unauthorised disclosure of personal or confidential information;

- c. violate the rights of any party (including but not limited to any patent, trademark, trade secret, publicity rights, privacy rights, copyright or other intellectual property) or otherwise create liability or violate any local, state, national or international law;
  - d. contain viruses, trojan horses, worms, corrupted files or code, files and programs designed to impede or destroy the functionality of any computer software or hardware; spyware and malware; or
  - e. constitute or encourage a criminal offence.
- v. You shall indemnify Metre 2 LLP, without limitation and upon demand, against any cost, damages or expenses (including reasonable legal expenses) that may be incurred by Metre 2 LLP, either
  - a. as a result of any breach by you of the warranties detailed above, and/or
  - b. in respect of any claim or action against Metre 2 LLP, or any third party that the use of any User Content infringes intellectual property rights or is otherwise unlawful or objectionable.
- vi. You acknowledge as reasonable and agree that Metre 2 LLP may, on occasion, use User Content for analytical purposes or in order to improve the Platform.
- vii. This may mean using a third party for the purposes of web analytics (please refer to our Privacy Policy for further details).
- viii. III. You acknowledge that Metre 2 LLP may send you emails for any actions created as a result of using the Platform.

## **xi. Other Content**

- i. The Website may contain links to third-party websites or resources. We do not endorse and are not responsible or liable for their availability, accuracy, the related content, Platform, or services. You are solely responsible for your use of any such websites or resources.
- ii. Moreover, we shall not be responsible for any texts, pictures, data and/or information or more generally any content posted or provided by you and any other users of the Platform. We specifically exclude any warranty that these contents are true, accurate or fit for a specific purpose.

## **xii. Data Backup**

- i. Metre 2 LLP takes all reasonable measures to ensure that data durability and takes regular backups of data transmitted through the Platform. However, Metre 2 LLP is not liable for loss of data and you hereby agree to make the necessary arrangements to secure the data and content entered, uploaded and saved by you on the Platform on a regular basis and in accordance with the risk level and to create your own backup copies to ensure the reconstruction of data and information in case of their loss.

## **xiii. Account Security**

- i. You are responsible for maintaining the confidentiality of your password. This means that you: must keep your access password secret, may not disclose it or share it with other people, will not allow it to be known by third parties, and take the necessary measures to ensure confidentiality. You are responsible for any activity using your account, whether you authorised that activity or not. In case of actual or suspected misuse or loss of this information, you must notify us immediately by email at address: [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk). If we have reason to believe that there is likely to be a breach of security or misuse of the Platform, we may request you to change your password or we may suspend your account.

- ii. We employ Two-Factor Authentication (2FA) to enhance the security of your account and protect against unauthorized access. By using our platform, you agree to enable and maintain 2FA for your account. You are responsible for safeguarding your authentication credentials and promptly notifying us of any unauthorized access or security breaches

#### **xiv. Confidentiality**

- i. Metre 2 LLP's Privacy Policy is part of these Terms of Use and sets out contractual provisions to ensure the protection and security of data passed from you and other users to Metre 2 LLP for processing.
- ii. Metre 2 LLP will make reasonable efforts to take the necessary technical and organisational security measures to prevent such information from being accidentally or illegally destroyed or lost, and to prevent such information from falling into the hands of any unauthorised party, being misused or otherwise treated in a way contrary to Metre 2 LLP's Privacy Policy.
- iii. Metre 2 LLP is bound by secrecy in respect of any information received about you and/or other Users and will not disclose such information to any third party except where required to do so by any law, court order or regulatory authority and then only to the extent necessary.
- iv.

#### **xv. Right of withdrawal for consumers**

- i. Subject to Section XX.II, you are entitled to notify to Metre 2 LLP that you wish to withdraw from this agreement within fourteen (14) days from the day of entering into an agreement for the use of Metre 2 LLP's Platform, without any indemnity or penalty, without giving any reasons in text form (e.g. letter, fax, email). Any such notification must be sent to: Metre 2 LLP, Manor Croft Newton Lane, Austrey, Atherstone, Warwickshire CV9 3EP or by mail to [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk)

#### **xvi. Indemnification**

- i. You agree to indemnify and hold Metre 2 LLP harmless from and against all claims, liabilities and costs (including attorney's fees and other costs incurred for the defence), including claims for damages resulting from:
  - a. an infringement of the rights of other Users or third parties, including government agencies by the content posted by you on Metre 2 LLP, or due to your use of Metre 2 LLP;
  - b. your breach of these Terms of Use or your violation of any law, regulation or directives, whether they are referred to in these Terms of Use; and
  - c. your unauthorised or abusive use of Metre 2 LLP or any part thereof.
- ii. Any further rights and remedies, including claims for damages we may have remain unaffected.

#### **xvii. Exclusions, warranty and liability limitation**

- i. Metre 2 LLP undertakes to provide access to Metre 2 LLP and perform its obligations under these Terms of Use with all due skill and care. You acknowledge that Metre 2 LLP's obligations in this regard are contracted on the basis of "commercially reasonable efforts". Furthermore, in no event shall Metre 2 LLP be liable for inaccessibility, unavailability, interruption or any part thereof for any reason beyond Metre 2 LLP's control, including but not limited to cases where the services of another operator, access or service supplier are used, in which case Metre 2 LLP in no event shall be liable for any act or omission of that third party. It is expressly agreed

that Metre 2 LLP does not provide any warranty regarding internet connections or transmissions or other similar communications.

- ii. In no event shall Metre 2 LLP be liable for any failure in its performance under these Terms of Use due to a force majeure event.
- iii. Except in case of wilful misconduct or intentional breach, or in the event of personal injury caused by a defect in the Platform, in no event shall Metre 2 LLP be liable for any indirect loss or damage whatsoever, including but not limited to: lost profits, business revenue, goodwill, anticipated savings, data, any trading or other losses that you may incur as a result of use or reliance upon any content or introduction to any Contractor, Sub-contractor or Supplier made through the Platform, loss of intangible goods, or for damages that are not foreseeable (including as to their extent), arising out of the use and/or impossibility to access the Platform and /or unauthorised access to the Platform by a third party and/or actions by a third party and/or any other cause related to Metre 2 LLP or its Platform.
- iv. The warranty and liability limitations and disclaimers set forth in this section are also set forth to the benefit of all third-party suppliers and licensors. Metre 2 LLP and its subsidiaries, affiliates or licensors do not represent or warrant to you that:
  - a. Your use of the Platform will meet your requirements, that your use of the Platform will be uninterrupted, timely, secure or free from error or that defects in the operation or functionality of the Platform provided to you will be corrected; and
  - b. any information obtained by you as a result of your use of the Platform will be accurate or reliable; and
  - c. that any User Content will be accessible at any particular time; and
  - d. that defects in the operation or functionality of the Platform will be corrected, rectified, or remedied.
- v. Some applicable laws do not allow some exclusions or limitations set forth above, so the above exclusions or limitations may not apply to you, especially if you are an individual User. In such event, Metre 2 LLP's warranty and liability will be limited as far as legally possible under the applicable legislation.
  - a. Metre 2 LLP gives no warranty or representation that the Platform will be wholly free from defects, errors and bugs. You further expressly understand and agree that Metre 2 LLP and its licensors shall not be liable to you for the deletion of, corruption of, or failure to store any User Content and other communications maintained or transmitted by or through your use of Metre 2 LLP.
  - b. Metre 2 LLP gives no warranty or representation that the Platform will be entirely secure. This is because there are security and privacy limitations of the Internet, which may be beyond our control. The security, integrity and privacy of any and all information and data exchanged within the Platform cannot be guaranteed; and any such information and data may be viewed or tampered with in transit by a third-party, despite our best efforts. Moreover, you further expressly understand and agree that Metre 2 LLP and its licensors shall not be liable to you for late delivery should the Internet fail locally, or at any geographical location where the transcriptionist is located, if no fault of their own.
  - c. You acknowledge and agree that Metre 2 LLP holds no liability to you for any misuse or loss of User Content by third parties. In particular, you acknowledge and agree that no refund or compensation will be due to you from Metre 2 LLP, and you further acknowledge and agree that since Metre 2 LLP has no

control over the content and/or quality of the User Content, this limitation of Metre 2 LLP's liability to you is reasonable.

- d. You agree and acknowledge that you are in a better position than Metre 2 LLP to foresee and evaluate any potential damage or loss that you may suffer in connection with the use of the Platform; that Metre 2 LLP cannot adequately insure its potential liability to you; and that accordingly the exclusions and limitations contained in this clause are reasonable. You undertake at all times to mitigate any such damage or loss.
- e. Nothing in these User Terms shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by Metre 2 LLP's negligence.
- f. Any material (including User Content) downloaded or otherwise obtained or accessed through the use of the Platform is done at your own discretion and risk, and you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.
- g. You expressly understand and agree that your use of The platform is at your sole risk and that the platform is provided on an "as is" basis.

### **xviii. License**

- i. Subject to your compliance with these Terms of Use, you are granted a limited, non-exclusive, non-sublicensable, non-assignable license to use the Metre 2 LLP Platform through your individual User account for the duration of time that you hold an active account on The platform. Access to The platform is for the individual use of the Account holder. You shall not assign, transfer, sub-license, resell or commercialise access to or the use of the platform to any third party.

### **xix. Intellectual Property Rights**

- i. You acknowledge and accept that between you and Metre 2 LLP, and without prejudice to any third party's intellectual property rights, all intellectual property rights in and to Metre 2 LLP and all elements or components of the Website and Platform are and shall remain the exclusive property of Metre 2 LLP. All present and future rights in and title to Metre 2 LLP, including the right to grant access to it over any present or future technology, are solely and exclusively reserved to Metre 2 LLP.
- ii. Nothing in these Terms of Use shall be construed as assigning or conferring you the ownership of any intellectual property rights. Only those rights expressly set forth in these Terms of Use are granted to you. Under these Terms of Use, you are only permitted a limited use of the intellectual property rights here above mentioned. You shall refrain from any action that would jeopardise, limit or adversely affect Metre 2 LLP's intellectual property rights. You acknowledge and accept that that any use of these intellectual property rights other than authorised Terms of Use constitutes a breach of these Terms of Use and an infringement of intellectual property laws, including but not limited to those on copyrights and trademarks, and may result in automatic and immediate termination of your right to use the Platform and your User agreement, without notice and without prejudice to any damages that you might be liable to pay.
- iii. Except with Metre 2 LLP's express and prior authorisation (including under these Terms of Use), you may not copy, disseminate or download any part of the Platform or its content.



- iv. Except as strictly required for the use of the Platform under these Terms of Use, nothing in these Terms of Use grants you any right to use the trademarks, service marks, trade names, signs, logos, slogans, online or other content, under any form whatsoever, belonging to or used by Metre 2 LLP for its promotion or that of its Platform or activities.
- v. We are entitled to freely use any feedback, comments, or suggestions you send us or post in our forums about the Platforms or the Service (“Submissions”) without any obligation to you. This will not result in any right to Metre 2 LLP or any part thereof belonging to you. Metre 2 LLP shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
- vi. Users who sign up as users agree that, unless they specifically inform Metre 2 LLP, Metre 2 LLP may use their company name and logo for the purposes of its marketing materials. If you do not wish to have your company name or logo used in our marketing materials, please contact us by email.

## **xx. Pricing and Payment Terms**

- i. The prices for the use of Metre 2 LLP’s Platform will be communicated to the User by email and on request, and are subject to gross mistakes or changes made to VAT rates. Payment must be made in full for continued use of the Services.
- ii. You agree to pay on demand the applicable fees and any applicable tax or fee that may accrue in relation to all use of the Services accessed through your account, including all fees resulting from unauthorised use. Users who pay by recurring direct debit (“Direct Debit”) will be debited with the relevant amount by their bank.
- iii. Metre 2 LLP may change the prices previously communicated by email at any time without any prior notice to, or consultation with you, to reflect market rates, inflation and additional services and features that may be added to the Platform from time to time. You can choose whether to accept the new prices prior to completing your next purchase. The new prices will apply to your next purchase after the new prices have been published or, for subscriptions, at the end of the current contract or subscription period (and you will be informed of the new prices before your payment for the next period is made). Any price change will not affect existing contract terms or subscriptions, it will only apply to new contract terms or subscriptions.
- iv. If you have purchased The platform for a set period (for example 1, 3 or 5 years). The Agreement shall be automatically extended for one additional year, unless 1 month before the expiration of any extended term, either Party provides to the other written notice of its desire not to automatically renew this Agreement.
- v. If you are in default with any payment obligations (immediately after the first non-payment), we are entitled to deny access to the Platform and/or terminate our agreement with you without notice.
- vi. The invoices of each payment will be sent to the email indicated by you and can be requested by sending an email to [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk) We reserve the right to assert further claims for default of payment.

## **xxi. Duration and termination of your User agreement**

- i. Metre 2 LLP reserves the right to withdraw or change these Terms of Use at any time. In the event of such a change, Metre 2 LLP will notify you by email or via the Platform stating the changes and their effective date. If you do not wish to accept these changes, you are entitled to negotiate amendments of your subscription.

- ii. Metre 2 LLP shall be entitled at any time, without any prior notice, by summons or judicial action, to terminate your Account with immediate effect by sending an email to the address that you have provided for the purpose of the conclusion of these Terms of Use and / or by ceasing your access to the Platform, or to suspend your access to the Platform, without being liable to pay any indemnity or damages, in case of your insolvency, breach of law or breach of these Terms of Use or in the event of a force majeure event preventing Metre 2 LLP from fulfilling its obligations under these Terms of Use or of any circumstance that would render Metre 2 LLP's performance of its obligations so costly it would result in an imbalance between the parties' obligations.
- iii. Metre 2 LLP shall be entitled at any time, without any summons or judicial action, to terminate these Terms of Use subject to a two (2)-month notice sent by email to the address that you have provided, without being liable to pay any indemnity or damages except that Metre 2 LLP shall refund to you any outstanding prepaid fees on a pro-rata temporis basis.
- iv. Upon termination of your agreement, (a) you acknowledge and accept that all licenses and use rights related to Metre 2 LLP's Platform shall terminate; and (b) your access to the platform shall terminate, without any refund of any amount paid by you (unless in the case of termination by us due to an event of a force majeure event or as set forth in Section XX-v).
- v. Metre 2 LLP may at any time, terminate the agreement with you and remove access to the Platform from you if:
- vi. You have materially breached any provision of the Terms of Use (or have acted in a manner that clearly shows that you do not intend to, or you are unable to comply with the provisions of the Terms of Use) and, where such breach is capable of remedy, Metre 2 LLP determines that you have not so remedied within fourteen (14) days of notification; or
- vii. Metre 2 LLP is required to do so by law (for example, where the provision of the platform to you are, or becomes, unlawful); or
- viii. if either party becomes insolvent; or enters into any kind of composition, scheme of arrangement, compromise or arrangement involving that party and its respective creditors generally (or any class of them) save for the purposes of a bona fide company reorganisation; or is unable to pay its debts; or is the subject of an order for the seizure of the assets or a substantial part thereof of that party made by any court having jurisdiction.
- ix. When the Terms of Use are terminated:
- x. the licence granted in the Terms of Use terminates;
  - a. all of the legal rights, obligations and liabilities that you and Metre 2 LLP have benefited from, been subject to (or which have accrued over time whilst the User Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and shall survive termination of these User Terms; and
  - b. you will lose access to the platform and stored User Content.
- xi. Metre 2 LLP reserves the exclusive right and prerogative to retain, maintain, archive, protect, use, or store any and all data or information, without regard as to time or duration, as it may deem reasonable or necessary in the pursuit of Metre 2 LLP business or interests, or in protecting such business or interests, notwithstanding the termination or cessation of account holder relationship with Metre 2 LLP.

## xxii. Technical Support, complaints and possible downtime/bugs etc.

- i. Subject to an up to date payment of software license fees as defined in XXVI Pricing and Payment Terms. Application and Technical support for the platform as defined in these terms, shall be provided by e-mail for authorised Users. Support is available Monday to Friday except public holidays (England) between the hours of 9.00 and 5.00pm
- ii. Software is installed via ClickOnce to systems running MS Windows 11 or 10. Once installed the software will monitor for and install upgrades when available. Registered Users must accept the latest version as support is only provided for the current version.
- iii. Bug fixes
- iv. User suggested improvements
- v. General improvements
  - a. **N.B** Suggested improvements must be compatible with the metre2 development road map.

## xxiii. User Support

- i. Click-Once product installation
- ii. 9.00 – 5.00 Monday to Friday. Out of hours support at the discretion of metre2.
- iii. MS Teams and Join.me desktop collaboration, one to one and group sessions
- iv. On-line database of instructional videos

Problems arising will be addressed in accordance with the following priority levels assigned by Licensor:

Priority Level	Issue	Response Time	Resolution Time
<b>P 1</b>	Software bug stopping an estimate from being completed	Metre2 LLP will acknowledge the issue within one working hour from the time that the issue was logged and confirmed via email with the Metre2 LLP providing appropriate and accurate information has been supplied by the user to the Metre2 LLP satisfaction	The Licensor will provide a remedy and /or a work around within one working day of notification of the issue. With a permanent solution within an agreed timescale.
<b>P 2</b>	Software bug interfering with the completion of an estimate	Metre2 LLP will acknowledge within two working hours from the time that the issue was logged and confirmed	The Licensor will provide a remedy and /or a work around within one working day of notification of the issue. With a permanent

		with the Licensor providing appropriate and accurate information has been supplied by the licensee to the licensors satisfaction	solution in the next release of the software.
<b>P 3</b>	A minor Software bug or inconvenience to the completion of an estimate.	The Licensor will acknowledge within one working day from the time that the issue was logged and confirmed via email with the Licensor providing appropriate and accurate information has been supplied by the licensee to the licensors satisfaction	The Licensor will provide a permanent solution in the next release of the software.

## **xxiv. Exclusions**

- i. If an issue is found to be caused by one or more of the following, support maybe withheld or if support is provided Metre2 LLP may charge the user at the rates described in Schedule 3.
- ii. Metre2 LLP will notify the user as soon as it becomes apparent that the fault may be due to one of the following reasons:
- iii. Altered damaged or modified product
- iv. Products not at the supported release level
- v. Restricted access to software installation process
- vi. Defects or errors caused by incorrect use of the product or operator error
- vii. Defects caused by the failure to implement reasonable recommendations in respect of or solutions to defects provided by metre2 LLP
- viii. Products installed in a hardware or operating environment not supported by Metre2 LLP
- ix. Defects or errors caused by any fault or error in the user’s equipment, operating system, programs, applications or products used in conjunction with Metre2 LLP’s applications or otherwise resulting from causes beyond the reasonable control of Metre2 LLP.

## **xxv. License Support Service Obligations**

- i. The User shall provide cooperation and assistance to Metre2 LLP in support of Metre2 LLP’s efforts to provide support. Such cooperation shall include but not limited to.
- ii. Metre2 LLP’s products are designed for Users with a working knowledge of construction industry processes and procedures. The Metre2 LLP may conclude that a registered User’s industry knowledge is insufficient and additional proficient assistance from the User will be requested.
- iii. The timely release of appropriate and accurate information regarding issues including activating the “Send Working Directory to Support” Option when requested.

- iv. Remote access to the Users's environment where the issue may be reproduced and traced.

## **xxvi. Security**

- i. Metre 2 LLP implements appropriate technical and operational measures to (i) safeguard the security and safety of Metre 2 LLP's applications and Services and (ii) protect your data (including the personal data of your visitors which Metre 2 LLP processes on your behalf and in accordance with the Privacy Policy against accidental or unlawful destruction or accidental loss, modification, unauthorised disclosure and access). Metre 2 LLP determines freely the frequency of the backup. It remains however your responsibility to always create your own backup of your data.
- ii. Metre 2 LLP shall implement suitable security policies and processes to protect the data processed under these Terms of Use. Metre 2 LLP are Cyber Essentials accredited.
- iii. Such policies and procedures include, but are not limited to, Metre 2 LLP utilising its best efforts to protect its computer systems and databases from unauthorised access or tampering. In addition, Metre 2 LLP will immediately notify you of any known or suspected security breach. Metre 2 LLP will work with you to immediately correct any security deficiency.
- iv. In light of the above, Users still have responsibility to safeguard their computer equipment, software, telecommunications and internet connections against viruses, computer crime, illegal use by third parties or other unauthorised use and to take adequate security measures as they deem appropriate.

## **xxvii. Miscellaneous**

- i. Entire agreement
- ii. These Terms of Use are the complete and exclusive statement of the terms of the agreement between you and Metre 2 LLP relating to the subject matter of these Terms of Use, unless otherwise specifically agreed by contract. They supersede and replace all prior agreements and understandings between the Parties relating thereto, whatever their form.
- iii. There are no third-party beneficiaries to this agreement.
- iv. Severability
- v. If any provision of these Terms of Use or the application thereof to any party or circumstance should to any extent be declared invalid, illegal or unenforceable in any jurisdiction, that provision shall be severed from these Terms of Use as to such jurisdiction (but, to the extent permitted by law, not elsewhere), and shall not affect the remaining provisions hereof.
- vi. No waiver
- vii. The failure or delay by Metre 2 LLP to exercise any right or action under these Terms of Use shall not be construed as a renunciation of this right or action nor shall this in any way affect the validity of the whole or any part of Metre 2 LLP's Terms of Use, nor prejudice Metre 2 LLP's rights to take subsequent actions thereof.
- viii. Applicable law and jurisdiction
- ix. These Terms of Use will exclusively be governed by the laws of the United Kingdom, without giving effect to its conflict of laws provisions or those of your actual state or country of residence or those of your registered office if you are a business. Any dispute under these Terms of Use will be referred to the exclusive jurisdiction of the courts of England and Wales.
- x. Third Parties

- xi. A person who is not a party to these Terms of Use has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- xii. Language
- xiii. You acknowledge that the language of these Terms of Use is also the official language in all commercial transactions with Metre 2 LLP. The original language of these Terms of Use is English.
- xiv. Changes
- xv. Metre 2 LLP reserves the right to modify these Terms of Use at any time. If you do not wish to accept the modified Terms of Use, you have the right to terminate these Terms of Use by sending an email to the address [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk) with effect on the date on which the modified Terms of Use would have entered into force. Without prejudice to the above, you agree that Metre 2 LLP will not be bound by previous versions of the Terms of Use that have been removed from the Website, even if they are still available on other websites or in any other way. You can at any time request the latest version of the Terms of Use via [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk)
- xvi. Notices
- xvii. Any notice to be served under this agreement is to be delivered or sent by registered post or email, as follows:
  - a. To you on the address or email address provided in the registration process;
- xviii. To Metre 2 LLP on the following address: Manor Croft Newton Lane, Austrey, Atherstone, Warwickshire CV9 3EP or alternatively to [sakura@metre2.co.uk](mailto:sakura@metre2.co.uk)

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