

**Nutshell End User Licence Agreement  
(EULA) November 2016**

**1. About us**

Nutshell Software Limited (**Nutshell**) is a company registered in England and Wales with company registration number 09771256 and having its registered office address at Floor 1, Baltimore House, Baltic Business Quarter, Gateshead Quays, NE8 3DF.

**2. Definitions & Interpretation**

In this EULA the following definitions apply (in addition to the definitions set out elsewhere in this EULA):

**Nutshell Software:** the Nutshell software downloaded or used by the Individual User.

**Personal Data:** "personal data" within the meaning of the Data Protection Act 1998.

**Registration and Access Data:** Personal Data relating to the Individual User collected during the creation of the user's profile, which might include (without limitation) the user's name, job title, organisation and email address and Personal Data relating to the Individual User's access to and use of the Nutshell Software.

**3. Scope**

3.1 This EULA applies to a person (**Individual User**) using or downloading Nutshell Software. This is a contractual document. By accessing, downloading or using Nutshell Software the Individual User is agreeing to the terms of this EULA.

3.2 This EULA is separate from and does not vary or supplement the agreement (**Customer Agreement**) between Nutshell and the customer who has authorised the Individual User to access and use the Nutshell Software (**Customer**).

**4. Licence**

4.1 The Individual User has a non-exclusive licence to use the Nutshell Software for the purposes authorised by the Customer provided that these are consistent with this EULA and the Customer Agreement for the duration of the Customer Agreement. On termination or expiry of the Customer Agreement, all licences will terminate.

4.2 The Individual User's access may be terminated at any time if a breach of the EULA or the Customer Agreement occurs or is suspected regardless of whether this leads to a termination of the Customer Agreement.

**5. Disclaimer**

5.1 The Nutshell Software is provided 'as is' without any warranty as to its quality or fitness for purpose. Nutshell excludes and disclaims, to the fullest extent permissible by law, any and all liabilities to the Individual User (whether under contract, tort, or otherwise) arising from the downloading, installation or use of the Nutshell Software.

**6. Intellectual Property**

The Individual User acknowledges and agrees that Nutshell and/or its licensors own all intellectual property rights in the Nutshell Software. Except

as expressly provided for in this EULA, the Agreement does not grant to the Individual User any licence of patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other intellectual property rights owned by Nutshell or its licensors.

**7. Information**

7.1 Nutshell is a "data controller" in relation to Registration and Access Data. This data will be processed for the purpose of administering Nutshell's service to the Customer, monitoring the Individual User's compliance with this EULA and the Customer's compliance with the Customer Agreement. Registration and Access Data will not be processed for marketing purposes. Registration and Access Data will be available to the Customer. It will not be retained for more than 12 months after the termination or expiry of the Customer Agreement unless breaches of the EULA or Customer Agreement are suspected.

7.3 The Customer is the "data controller" in relation to all Personal Data other than Registration and Access Data which is uploaded to the Nutshell Software. This data will be processed for the purposes specified to the "data subject" by the Customer. Nutshell will process this personal data as "data processor" on behalf of the Customer in accordance with the instructions of the Customer from time to time in accordance with the terms of the Customer Agreement.

7.8 The Data Protection Act 1998 gives a 'data subject' the right to access information about them held by Nutshell where that information is held by Nutshell in the capacity of "data controller". This is limited to Registration and Access Data. Any request made by the Individual User may be made subject to a fee of £10 to meet Nutshell's costs in providing the information requested.

**8. Acceptable Use Policy**

8.1 The Individual User shall not access, store, distribute or transmit any material during use of the Nutshell Software that:

8.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

8.1.2 facilitates illegal activity;

8.1.3 promotes unlawful violence;

8.1.4 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

8.1.5 is otherwise illegal or causes damage or injury to any person or property.

8.2 The Individual User shall not (except where this cannot be restricted under the governing law):

8.2.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Nutshell Software; or

8.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise

reduce to human-perceivable form all or any part of the Nutshell Software.

8.3 The Individual User shall not:

8.3.1 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit Nutshell Software;

8.3.2 attempt to obtain, or assist third parties in obtaining unauthorised access to Nutshell Software ; or

8.3.3 knowingly transmit any forms of virus or malware when using Nutshell Software.

8.4 The Individual User indemnifies Nutshell in relation to losses, costs and expenses arising from breaches of this condition 8.

**9. Variation**

This EULA may be varied or replaced from time to time. If a change is made, you will be notified of the change and may be asked to confirm acceptance upon logging in. Accessing the Nutshell Software after a change has been notified to you will constitute acceptance.

**10. Governing Law**

This EULA is governed by the law of England and Wales and the courts of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction in relation to any disputes arising in connection with this EULA or the Individual User's use of the Nutshell Software.

**11. Enquiries**

Questions or other communications relating to the App or this EULA may be directed to Nutshell at the following email address:

[accounts@nutshellapps.co.uk](mailto:accounts@nutshellapps.co.uk)