

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We NORBAR TORQUE TOOLS LIMITED of WILDMERE ROAD, BANBURY, OXON OX16 3JU license you to use:

- TorqApp[™] mobile application software (**App**) and any updates or supplements to it; and
- the related online documentation (**Documentation**)

as permitted in these terms.

YOUR PRIVACY

We only use any personal data we collect through your use of the App in the ways set out in our privacy policy (<https://www.norbar.com/Privacy-Policy>).

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

GOOGLE PLAY'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by the GooglePlay's rules and policies (<https://play.google.com/about/developer-distribution-agreement.html>) and GooglePlay's rules and policies will apply instead of these terms where there are differences between the two.

OPERATING SYSTEM REQUIREMENTS

This app requires an Android mobile device running the Android Mobile Operating System on Version "KitKat" or above (corresponding to API Level 18+). The device requires a minimum of 15MB of memory to install and use the App. The App will not run on Android Devices using the following operating systems:

- o Wear OS
- o Android TV
- o Android Auto
- o Chrome OS

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or have any problems using them please take a look at our support resources at <https://www.norbar.com/Products/Norbar-Videos/Electronic-Torque-Wrench-Videos>.

Contacting us (including with complaints). If you think the App is faulty or misdescribed or wish to contact us for any other reason please email our technical support team at techsales@norbar.com or call us on 01295 270333 and ask for Technical Sales.

How we will communicate with you. If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto any number of compatible mobile telephone and handheld devices and view, use and display the App on such devices for your personal and/or internal business purposes only;
- use any Documentation to support your permitted use of the App;
- provided you comply with the restrictions set out in this licence (see below), make any number of copies of the App for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND DOWNLOAD THE APP

You must be 18 or over to accept these terms and download the App.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above. You may not transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

If we change these terms, we will notify you of this when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App.

UPDATES TO THE APP

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products.

WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

The App requires access to location data in order to function. You can turn off this functionality at any time by turning off the location services settings for the App on the device, but you will then be unable to use the App for its purpose. If you use the App, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not use the App or Documents for any commercial or re-sale purposes (other than internal business use);

- not copy the App or Documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Documentation nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App; and
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App and the Documentation throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Documentation other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Check that the App is suitable for you. The App has not been developed to meet your individual requirements. It is your responsibility to check that the facilities and functions of the App (as described on the appstore site and in the Documentation) meet your requirements.

Our assurance to you. The App will, when properly used on an operating system with which it is compatible, perform substantially in accordance with the functions described in the Documents for a period of one hundred and eighty (180) days. If, within this time, you notify us in writing of any defect or fault in the App as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the App. This obligation does not apply if the defect or fault results from you having altered or modified the App or otherwise having failed to comply with any of these terms.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for other losses. Except as set out in the paragraphs above, we are not liable for any other losses. If you use the App for any commercial, business or resale purpose we will have no liability to you for any (i) loss of profit, sales, business or revenue, (ii) business interruption, (iii) loss of anticipated savings, (iv) loss or corruption of data or information, (v) loss of business opportunity, goodwill or reputation or (vi) any special, indirect or consequential loss, damage, charges and expenses.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

We are not responsible for events outside our control. If our provision of or support for the App is delayed by an event outside our control then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and we both irrevocably agree to the exclusive jurisdiction of the English courts, except that if you are a consumer (and are using the TorqApp for personal and not business use) you can bring legal proceedings in the courts in your country of domicile.