

Version: September 2021

We are SMMT Industry Forum Ltd with our registered office at 71 Great Peter Street, London SW1P 2BN the owners of SMMT IF eBook Reader (referred to below as the 'app').

You must be at least 18 years old to use the app.

By downloading the app, you are agreeing to the terms of this agreement which are legally binding. Please read it together with our privacy policy at <https://industryforum.co.uk/privacy-policy/> before you download and use the app. Only download the app if you have read the rules and agree to them.

If you do not agree to these terms, we will not allow you to use the app and you should not download it.

## 1 This agreement

1.1 We license you to download and use the app provided you follow all of the rules described in this agreement. The licence:

1.1.1 is only for you personally and is not to be shared except as may be permitted by your licence subscription;

1.1.2 starts when you download the app; and

1.1.3 covers content, materials, or services accessible from, or bought in, the app including all of our support resources. It also covers updates to the app unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms.

1.2 In this agreement, we refer to the site that you download the app from as the 'app store' and we refer to their rules and policies as the 'app store rules'. You must comply with the app store rules as well as this agreement but, if there is any conflict between them, you should follow the app store rules rather than the equivalent rule here.

1.3 You do not own the app or any of its contents but you may use it on devices that you own or control, as permitted by the app store rules.

1.4 If you sell or give away the device on which you have downloaded the app, you must first remove the app from the device.

1.5 You are not allowed to:

1.5.1 modify the app's code in any way, including inserting new code, either directly or through the use of another app or piece of software;

1.5.2 deliberately attempt to avoid or manipulate any security features included in the app; or

1.5.3 pretend that the app is your own or make it available for others to download or use (including by way of copying the code of the app and creating an independent version).

## 2 Technical requirements

To use the app your device needs to comply with the following minimum requirements:

|                             |  |
|-----------------------------|--|
| <b>Device compatibility</b> | Requires only Operating System (as detailed below) and data connection |
| <b>Operating system</b>     | iOS, Android, Windows  |
| <b>Space</b>                | Android: ~40MB and iOS: (TBC)  |
| <b>Other</b>                | Wi-Fi/Mobile Data  |

## 3 Support and contact

3.1 If you need to get in touch with us, you can use any of the following methods:

|                  |  |
|------------------|--|
| <b>Email</b>     | <a href="mailto:info@industryforum.co.uk">info@industryforum.co.uk</a> |
| <b>Telephone</b> | + 44 (0) 121 717 6600  |

3.2 If we need to get in touch with you, we will do so by email or an in-app notification.

## 4 Privacy and your personal information

Protecting your personal information is important to us. Our Privacy Policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

**5 Collection of technical information**

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the app. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

**6 Acceptable use**

6.1 You must not use the app to do any of the following things:

- 6.1.1 break the law or encourage any unlawful activity;
- 6.1.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;
- 6.1.3 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);
- 6.1.4 transmit any harmful software code such as viruses;
- 6.1.5 try to gain unauthorised access to computers, data, systems, accounts or networks; or
- 6.1.6 deliberately disrupt the operation of anyone's website, app, server or business.

**7 Updates to the app**

- 7.1 We may update the app from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that we will ensure that the app still meets the description of it that was provided to you at the time you downloaded the app.
- 7.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.
- 7.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the app may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the app updated to the latest version that we make available.

**8 Changes to this agreement**

8.1 We may need to revise this agreement from time to time to reflect changes in the app's functionality, to deal with a security threat or if there is a change in the law or guidance.

8.2 You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the app and can apply to the app store for a pro-rata refund.

**9 Failures of networks or hardware**

The app relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the app due to a poor internet connection, faulty components in your device (such as a faulty camera), app store failure or anything else that it would not be reasonable to expect us to control.

**10 Ending this agreement**

10.1 We can end this agreement in accordance with section 15 of the Contract.

10.2 The consequences of the agreement ending are as follows:

- 10.2.1 you are no longer allowed to use the app and we may remotely limit your access to it;
- 10.2.2 you must delete it from any devices that it has been installed on;
- 10.2.3 we may delete or suspend access to any accounts that you hold with us; and
- 10.2.4 you are not entitled to a refund.