



## PLEASE READ THESE LICENCE TERMS CAREFULLY

### IMPORTANT NOTICE TO ALL USERS

By using the Lynch Operator App software (**App**) you agree to the terms of this End User Licence Agreement (**EULA**) which will bind you.

If you do not agree to the terms of this EULA, may not access or use the App.

### Who we are and what this EULA does

We **L. Lynch Plant Hire Limited**, company number **02024654** of Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU (**L. Lynch, we, us etc.**) license you to use the App and any updates or supplements to it as permitted in the terms of this EULA and the service you connect to via the App and the content we provide to you through it (**Service**).

### Your privacy

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in the following link <https://www.l-lynch.com/privacy-notice> and it is important that you read that information.

### Play Store and App Store's terms also apply

The ways in which you can use the App may also be controlled by the Play Store and App Store's rules and policies <https://play.google.com/about/developer-content-policy/> and <https://developer.apple.com/app-store/review/guidelines/#legal> and the Play Store and App Store's rules and policies will apply instead of the terms of this EULA where there are differences between the two.

### Operating system requirements

This app requires a mobile phone or tablet with cellular connectivity with a minimum of 1GB available memory and the Android or iOS operating system, version iOS 15.0 or Android 8.1 Oreo.

### Support for the App and how to tell us about problems

**Support.** If you want to learn more about the App or the Service or have any problems using them, please take a look at our support resources at <https://l-lynch.com/downloads>.

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at [info@l-lynch.com](mailto:info@l-lynch.com) or call them on 020 8900 0000.

**How we will communicate with you.** If we have to contact you, we will do so by email or by SMS, using the contact details you have provided to us, or by using the in-built messaging feature of the app.

### How you may use the App, including how many devices you may use it on

In return for you agreeing to comply with the terms of this EULA you may:



- download a copy of the App onto any phone or other device owned by you and view, use and display the App and the Service on such devices for your personal purposes only; 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.

### **Age restriction**

You must be 18 or over to accept the terms of this EULA and download/use 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 described above. You may not otherwise 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 EULA terms**

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

We will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you may continue to use the App and the Service in accordance with the existing terms but certain new features may not be available to you will not be permitted to continue to use the App and the Service.

### **Update to the App and changes to the Service**

From time to time we may automatically update the App and change the Service 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 and the Services.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

### **If someone else owns the phone or device you are using**

If you download 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 the terms of this EULA, whether or not you own the phone or other device.

### **We are not responsible for other apps or websites you link to**

The App or any Service may contain links to other independent apps or 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**

public



You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Services, 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 Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in the terms of this EULA;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

### **Acceptable use restrictions**

You must:

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

### **Intellectual property rights**

All intellectual property rights in the App and the Services (including all branding in respect of the same) belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with the terms of this EULA.

### **Our responsibility for loss or damage**

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with the terms of this EULA, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the terms of this EULA or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted the terms of this EULA, both we and you knew it might happen.



**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.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**We are not liable for business losses.** The App is for domestic use and business purposes with **L. Lynch** only and you may not use the App for any other purpose. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**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 or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your specific individual requirements. Please check that the facilities and functions of the App and the Services (as described on the Play Store and App store websites) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and 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 but if there is a risk of substantial delay you may contact us to end your contract with.

### **We may end your rights to use the App and the Services if you break the terms of this EULA**

We may end your rights to use the App and/or Services at any time by contacting you if you have broken any terms in this EULA 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 and Services:

- You must stop all activities authorised by the terms of this EULA, including your use of the App and any Services; and
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

### **We may transfer this EULA to someone else**

We may transfer our rights and obligations under the terms of this EULA 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 the terms of this EULA to another person if we agree in writing.

**No rights for third parties**

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

**If a court finds part of this EULA illegal, the rest will continue in force**

Each of the paragraphs of the terms of this EULA 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 EULA, we can still enforce it later**

If we do not insist immediately that you do anything you are required to do under the terms of this EULA, or if we delay in taking steps against you in respect of your breaking this EULA, 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.

**Severability**

The invalidity, illegality or unenforceability of a provision of this EULA does not affect or impair the continuation in force of the remainder of this EULA.

**Entire agreement**

This EULA constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you 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. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.

**Which laws apply to this EULA and where you may bring legal proceedings**

This EULA is governed by English law and you can bring legal proceedings in respect of the App and/or Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the App and/or Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the App and/or Services in either the Northern Irish or the English courts.